United States Court of Appeals

for the Second Circuit

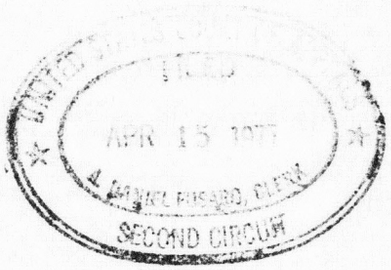
JOINT APPENDIX

77-7133

UNITED STATES COURT OF APPEALS

FOR THE

SECOND CIRCUIT



In the Matter of

TARGET ROCK CORPORATION

Petitioner-Appellant

v.

LOCAL 431, INTERNATIONAL UNION OF
ELECTRICAL, RADIO, AND MACHINE WORKERS, AFL-CIO

Respondent-Appellee

On Appeal from a Decision of the
United States District Court for the Eastern District of New York

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JOINT APPENDIX

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AGREEMENT

MARCH 8, 1973

BETWEEN

TARGET ROCK CORPORATION

AND

INTERNATIONAL UNION OF ELECTRICAL, RADIO AND MACHINE WORKERS, LOCAL 431, AFL-CIO AND INTERNATIONAL UNION OF ELECTRICAL, RADIO AND MACHINE WORKERS, AFL-CIO

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AGREEMENT made this 8th day of March, 1973, by and between LOCAL 431 of the INTERNATIONAL UNION OF ELECTRICAL, RADIO AND MACHINE WORKERS, AFL-CIO, located at 150 East 23rd Street, New York, New York and the INTERNATIONAL UNION OF ELECTRICIAL, RADIO AND MACHINE WORKERS, AFL-CIO (both hereinafter referred to as the "Union"), and acting herein on behalf of the employees (as hereinafter defined) now employed and hereafter to be employed by the Employer, and TARGET ROCK CORPORATION located at 1966E Broadhollow Road, East Farmingdale, New York 11735, hereinafter designated as the "Employer".

WHEREAS, the National Labor Relations Board has certified that the Union herein is the exclusive bargaining agent for certain of the Employer's employees; and

WHEREAS, the parties have negotiated an Agreement relating to wages, hours and other conditions of employment for the establishing and maintaining of harmonious relations between the Employer and its employees and to that end provide for the fair and peaceful adjustment of any disputes which may arise between them;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereby agree as follows:

ARTICLE I—RECOGNITION OF UNION

Pursuant to the certification of the N. L. R. B. issued July 29, 1968, the Union is hereby recognized as the sole and exclusive bargaining agent of all production, maintenance, shipping and receiving

employees and drivers employed by the Employer at its facilities at 1966E Broadhollow Road, East Farmingdale, New York, hereinafter called "employees" excluding all office clerical, professional, laboratory technicians, drafting, engineering, field service, sales employees, watchmen, guards, supervisors and regular part-time employees averaging less than twenty (20) hours per week and temporary summer help employed between June 15 and August 31 only.

There shall be no more than three (3) such part-time employees excluded from the bargaining unit. In the event of layoff in their department, they shall be laid off before anyone else in their department. Temporary summer help shall be limited to five (5).

ARTICLE II—UNION MEMBERSHIP

A. All present employees who have completed their respective trial periods shall, on or after the sixtieth (60th) day following the beginning of their employment or the date of execution of this Agreement, whichever is later, be and remain members of the Union in good standing as a term and condition of employment.

B. All new employees hired after the effective date of this Agreement shall, on or after the sixtieth (60) day following the beginning of their employment or the date of execution of this Agreement, whichever is later, make application for membership in the Union and shall thereafter remain members of the Union in good standing as a term and condition of employment.

ARTICLE III—DEDUCTION OF UNION DUES

A. In the fourth payroll period of each month, the Employer shall deduct from the wages of all its

employees who have authorized and directed the Employer in writing to check off their Union dues, an amount equal to the monthly Union dues of such employees. The amount thus deducted shall be the uniform monthly dues certified in writing by the Union to the Employer.

B. The Employer shall promptly pay to the Union the Union dues deducted and shall furnish the Union with a list of the employees whose dues shall have been deducted as provided herein.

ARTICLE IV
REGULAR WORKDAY AND WORKWEEK

A. The normal workday and normal workweek for all employees covered by this Agreement shall be eight (8) hours per day, Monday to Friday inclusive. The regular workweek shall be forty (40) hours per week. The starting time of the regular workday shall be between 7:00 A.M. and 9:00 A.M. The quitting time of the regular workday shall be between 3:30 P.M. and 5:30 P.M. The above shall not be construed as a guarantee of hours of employment.

B. The second shift shall be a shift the major number of hours of which occur between the end of the regular workday and midnight. The third shift shall be a shift the major of hours of which occur after midnight and before the start of the first shift. A shift shall be treated as worked on the day the shift begins.

C. Subject to Section "A" above, and upon the giving of one week's notice in writing to the Union, the Employer may change the hours of any shift.

D. The foregoing sections in this Article shall not apply to equipment maintenance and housekeeping maintenence should the employer cease contracting

out for same. In individual cases where the employee is called in earlier than his regular starting time, he shall be given the opportunity to work his regular eight (8) hour shift.

ARTICLE V—SHIFT DIFFERENTIAL

Employees working on a second or third shift shall receive a shift differential of ten (10%) percent of their regular straight time wage rate for work performed on such second or third shift.

ARTICLE VI—OVERTIME

A. All work done in excess of eight (8) hours per day or forty (40) hours per week for which time and a half or double time has not previously been earned, shall constitute overtime and shall be paid for at one and one-half times the regular straight time rates.

B. All work done on Sundays shall be paid for at twice the regular straight time rates. All work performed on Saturday shall be paid for at time and one-half the regular straight time rates. The Employer reserves the right not to schedule an employee for Saturday work in the event the employee has been absent during the workweek.

C. All work performed on any paid holiday shall be paid for at time and one-half, plus holiday pay.

D. Wherever practicable, overtime within a department within a shift sha'l be divided as equitably as possible. However, the Employer's present practice of assigning the overtime to the employee performing the work during the regular hours shall be continued.

E. No employee shall unreasonably refuse to work overtime.

F. There shall be no pyramiding of overtime pay; *i.e.*, in no case shall premium pay be paid twice for the same hours worked.

ARTICLE VII—HOLIDAYS

A. The following shall be holidays:
New Year's Day
Martin Luther King's Birthday
Washington's Birthday
Good Friday
Memorial Day
Independence Day
Labor Day
Election Day
Thanksgiving Day
Day after Thanksgiving
Day before Christmas
Christmas Day

B. Even though no work is performed on such holidays and without regard to the days upon which such holidays fall, all employees shall receive for such holidays, one day's pay computed on the basis of eight (8) hours pay at their regular straight time base rates, provided that the employee shall have worked his last scheduled workday before, and next scheduled workday after the holidays, except for an absence for sickness proven by doctor's certificate.

C. If any of these holidays falls on a Sunday, it shall be celebrated on the following Monday. If any of these holidays falls on a Saturday, it shall be celebrated on the preceding Friday.

ARTICLE VIII—REPORT-TO-WORK PAY

Any employee who reports to work as scheduled and who was not previously given notice not to

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report to work shall receive four (4) hours work or pay in lieu thereof, unless the Employer is prevented from providing such work by circumstances beyond his control, e.g., power failure, Act of God, etc. The foregoing provision is not applicable to employees who, before the end of the four (4) hours leave their work or are suspended or summarily discharged for cause.

ARTICLE IX — SENIORITY

A. For purposes of layoff and recall, seniority shall apply within classification within a department. The employee with the most seniority shall be the last laid off and the first recalled.

B. Seniority of employees shall be determined by the length of service dating from last date of hire with the Company and shall be forfeited by:

1. Discharge for cause.
2. Voluntary quit.
3. Layoff for more than the employee's seniority up to a maximum of eighteen (18) months.
4. Failure to return to work within five (5) days of a notice of recall sent by registered mail to the employee's last known address.
5. Failure to notify the Employer of absence for three (3) consecutive days unless prevented by circumstances beyond the employee's control.

C. Any employee who is subject to layoff on the basis of being the most junior in seniority to the other employees in that classification shall have the option of displacing any employee who has less departmental seniority in a lower classification in that department. In the event the senior employee

chooses to displace the junior employee, he shall receive the regular wage rate for such lower classification plus the amount, if any, that the senior employee's rate exceeds the regular rate for the job he is bumping from.

D. Employees assigned to work in another department at the Employer's request shall continue to accumulate seniority in their regular classification and department only.

E. Employees who are promoted shall retain their seniority in their former jobs for (60) days.

F. Employees promoted to positions outside of the bargaining unit shall retain seniority in their former classification and department for only sixty (60) days.

G. Within thirty (30) days after the execution of this Agreement and each six (6) months thereafter, the Employer shall post in a conspicuous place lists of employees arranged according to seniority. Claims for corrections to such lists must be made within ten (10) days after posting and after such time the lists will be regarded as correct. Any controversy over the seniority standing of any employee on such lists if raised within ten (10) days after posting shall be processed under the grievance procedure as established by this Agreement. The ten day period shall be extended for employees absent during the posting for ten days from the date they are at work. The Shop Chairman shall receive the list ten (10) days in advance of the posting.

H. Three employees designated by the Union as Shop Chairman, Vice Chairman and Secretary shall have super seniority in their classification and department.

ARTICLE X—PROMOTIONS

A. Employees promoted to higher rated jobs shall have a probationary period of sixty (60) days during which the Employer may decide to return the employee to his former position without recourse by the employee and the Union.

B. An employee promoted to a higher classification shall receive the minimum wage rate for the higher rated job or the rate he received immediately prior to the promotion, whichever is greater.

C. With regard to promotions in classification within a department, where skill and ability and work performance are relatively equal, seniority shall govern. Hiring in from the outside shall not be considered a promotion.

ARTICLE XI—HIRING OF NEW EMPLOYEES

Promptly upon the hiring of any new employees, notice of such hiring shall be given in writing to the Union. Such notice shall contain the name, the classification and the rate of pay of such new employee. Upon the hiring of any of the part-timers referred to in Article I, the Union shall receive prompt notice of their classification.

ARTICLE XII—LEAVES OF ABSENCE

A. Leaves of Absence for Union Activity:

1. Upon written request by the Union, the Employer shall grant officers and members of the Union who have been employed more than six (6) months, a leave of absence without pay or other benefits not to exceed one employee at a time, and not to exceed one (1) year for the purpose of attending to Union

business. No employee shall be granted this leave more than once.

2. The seniority of an employee granted such leave shall accumulate during the period of such leave.

3. At the expiration of such leave, such employee shall be restored to his former position or such position as his seniority calls for at a rate which shall not be lower than that which he was receiving at the commencement of his leave, plus any general wage increases, provided that his seniority calls for such a rate.

B. Leaves of Absence for Recuperation from Personal Illness or Injury, or for other Personal Reason:

1. In case of personal illness or injury, an employee who has completed his probationary period shall be given a leave of absence without pay or other benefits up to sixty (60) days, beginning when his paid sick leave under Article XXII is exhausted, upon presentation of a doctor's certificate stating the necessity therefor. Such leave shall be requested in writing within five (5) calendar days of the illness or injury necessitating the leave. Such leave shall be extended by the Employer for up to an additional sixty (60) days upon presentation of a doctor's certificate stating the necessity therefor. An employee returning from such leave shall present a doctor's certificate to the effect that he is able to return to work.

2. Upon request, the Empoyer may grant to any employee a personal leave of absence

without pay or other benefits of up to thirty (30) days. The term and purpose of such leave or any renewal of same shall be in writing.

3. The seniority of an employee granted a leave above described shall accumulate during the period of such leave.

C. A failure to return from any leave or absence above described on the expiration date thereof or the use of such leave for any purpose other than that specified shall result in the employee being deemed to have quit.

ARTICLE XIII—TRIAL PERIOD

The first sixty (60) days of employment for all new employees shall constitute a trial period, during which trial period such new employees may be discharged without recourse by the Employer or the Union and such shall not be the subject of a grievance or arbitration. The Employer may request that an employee's probationary period be extended an additional sixty (60) days in individual cases and the Union shall not unreasonably refuse such a request.

ARTICLE XIV—DISCHARGE

Employees who have completed their trial periods shall be discharged for just cause only. The Union shall have the right to challenge the propriety of any discharge and may present the matter as a grievance to be settled under the grievance and arbitration procedure in this Agreement. Request for arbitration in such case shall be served on the Employer not later than five (5) days after the Employer has served

upon the Union written notice of such discharge. Service of both notices shall be by certified mail, return receipt requested.

Terminations for the revocation or failure to obtain security clearance required for the work performed by the Employer shall be deemed just cause. In such security discharge case, the Employer shall notify the Union and shall meet, upon request, with the Union and at such meeting disclose to the Union whatever relevant material and information it has which it can legally disclose.

ARTICLE XV—NOTICES TO THE UNION

A. The Employer shall give the Shop Chairman not less than one (1) working day's notice in writing of all planned layoffs, unless the Employer is prevented from giving such notice for reasons beyond its control.

B. The Employer shall give the Union prompt notice in writing of all recalls or hirings.

C. The Employer shall give the employees notice of overtime work on Saturday by the preceding Thursday and daily overtime work by the preceding day except for emergency situations. The failure to give such notice shall be given weight in the reasonableness of an employee's refusal to work such overtime.

D. The Shop Chairman shall be provided with a quarterly breakdown for overtime worked. Such breakdown shall state the name of the employee and the number of hours worked in the quarter. He shall also receive a copy of the Saturday overtime assigned weekly and notice of the daily overtime whenever such is scheduled above the regularly scheduled overtime except for emergency situations.

ARTICLE XVI
PLANT VISITATIONS; BULLETIN BOARDS

A. Upon prior notice by the Union to the management, officers or representatives of the Union shall be admitted to the plant of the Employer at reasonable times during working hours for the purpose of seeing whether this Agreement is being observed by the parties or for assisting in the adjustment of grievances. He shall report to the management and be escorted through the plant. Such visit shall not interfere with production.

B. The Employer shall provide a reasonable number of bulletin boards or parts thereof in its plant for the use of the Union. Notices posted shall be first authorized by the Union and the Employer and shall not be derogatory or scurrilous in character.

ARTICLE XVII — ANTI-DISCRIMINATION

There shall be no discrimination against any employee either in hiring, promotion, advancement, or assigning of jobs, or with respect to any other terms or conditions of employment, because of such employee's Union membership or activity, sex, age, race, creed, color or religious affiliation.

ARTICLE XVIII — WAGES

A. Effective March 9, 1973, all employees covered by this Agreement shall receive an increase of twenty-seven and one-half (27½) cents in their hourly wage rate.

B. Effective March 9, 1974, all employees covered by this Agreement shall receive an increase of twenty-seven and one-half (27½) cents in their hourly wage rate.

All such increases shall be added to the minimum wage rates as set forth in Schedule "A".

ARTICLE XIX — VACATIONS

A. All employees who have completed their trial period shall receive one (1) day's paid vacation for each month of actual work service performed in the vacation year up to a maximum of ten (10) days. All employees who have completed ten (10) years of employment from last date of hire as of the cutoff date shall receive one-half day's paid vacation for each month of actual work service performed in the vacation year up to a maximum of fifteen (15) days. The Employer may schedule the last five (5) days of such vacation separately.

B. The cutoff date for computing vacation entitlement shall be June 1 of each year. The vacation year shall be June 1 to May 31.

C. The vacation period shall be between June 1 and September 30. The Employer shall have the option to close its plant at any time during July and/or August, in which event all vacations shall be taken during said period. The Employer may require certain employees to work during the vacation shutdown and provide them with alternate vacation within the period.

D. If a paid holiday falls during an employee's vacation, the Employer shall have the option of providing such employee an extra day's vacation with pay in lieu thereof.

E. A day's vacation pay shall be eight (8) hours pay at the employee's regular straight time rate. Vacation pay shall be paid to employees before the commencement of their vacation.

F. All employees whose employment is terminated for any reason, shall receive with their final pay their accumulated vacation pay, prorated. In the event an employee quits prior to the June 1 cutoff date, he

shall give one (1) week's notice of such intention in order to receive his accumulated vacation pay.

G. Vacations shall be scheduled at the discretion of the Employer. However, in scheduling vacations, consideration shall be given to employees on the basis of their seniority in the plant and the employer shall give reasonable notice of the time when the vacation shall take place.

ARTICLE XX—GRIEVANCE PROCEDURE

A. Grievances:

In the event that any dispute, difference or grievance shall arise over the application or interpretation of any provision of this Agreement, such dispute, difference or grievance shall be settled in the following manner:

1. In the first instance, between the employee and steward, if he so desires, and his immediate supervisor.
2. In the event the grievance is not satisfactorily settled under paragraph "1", the grievance shall be taken up by the Foreman, the aggrieved employee and the Shop Steward.
3. In the event that the grievance is not satisfactorily settled under paragraph "2" the grievance shall be reduced to writing and taken up between the Shop Committee and a duly designated representative of the Employer. At the request of either party, the Foreman, the Steward and the aggrieved employee involved shall be present. The Employer's response shall be in writing. Grievances initiated by the Union on its behalf may be initiated at this step.
4. In the event that the grievance is not satisfactorily settled under paragraph "3", it

shall be taken up between the Union representative and the Shop Committee on the one hand, and a duly designated representative of the Employer on the other.

5. All disputes, differences and grievances which are not satisfactorily settled after following the foregoing procedure shall at the request of the Union be promptly submitted to arbitration in accordance with the arbitration provisions of this Agreement. The arbitration process shall be considered waived and the grievance waived, however, if the Union does not submit the grievance to arbitration not later than forty-five (45) calendar days from the date of the occurrence giving rise to the grievance. The foregoing shall not apply to grievances concerning discharges which shall be governed by Article XIV of this Agreement.

6. The Employer agrees that in the case of a grievance that has to be settled immediately, i.e., involving the health or safety of employees, a Union Steward may participate in the adjustment of same during working hours.

7. Two (2) employees designated by the Union shall meet for one and one-half (1-½) hours weekly with the Company for the purpose of discussing grievances during working hours. Such time, if unused, shall be accumulated.

8. The Employer and Union may raise grievances at paragraph "4" of the grievance procedure.

ARTICLE XXI — ARBITRATION

A. All disputes, differences and grievances arising over the application or interpretation of this agreement which have not been satisfactorily settled after following the grievance procedure herein set forth, shall be promptly submitted to arbitration before an Arbitrator who shall be selected from the American Arbitration Association in accordance with its rules, whose decision shall be final and binding on the parties.

B. Except for disputes over discharges which are governed by Article XIV, no such dispute, difference or grievance may be submitted to arbitration more than forty-five (45) calendar days from the date of the occurrence giving rise to the dispute, difference or grievance.

C. The Arbitrator shall have no power to add to, subtract from or modify any of the terms of this Agreement. The Arbitrator shall have the authority to decide more than one grievance only upon the mutual consent of the parties.

D. The costs of the Arbitrator shall be shared equally by the parties. All other expenses of the arbitration, including those of witnesses or representatives of the parties, shall be paid by the party incurring them.

ARTICLE XXII — SICK LEAVE

A. Each employee who has completed one (1) year of employment by January 1 of each year shall be entitled to ten (10) days sick leave with pay for that calendar year. An employee who has not completed one (1) year of service by January 1 shall be

entitled to five (5) days sick leave with pay after six (6) months of work service and one (1) day thereafter for each month, up until December 31, to a maximum of ten (10) days.

B. If an employee falls ill during a shift, he may draw on unused sick leave for the remainder of the shift.

C. An employee shall be paid on the first pay period after January 1 in each year for all unused sick leave in the previous year.

D. Prorated, accrued unused sick leave shall be paid to any employee who is laid off.

ARTICLE XXIII — INJURIES ON THE JOB

If an employee is injured on the job, he shall suffer no loss of pay for any straight time necessarily lost on the day of the injury as a result of such injury.

ARTICLE XXIV—BEREAVEMENT

Employees shall receive three(3) regular working days off at eight (8) hours' pay immediately following the death of members of their immediate family: parent, spouse, child, brother or sister.

ARTICLE XXV—STRIKES AND LOCKOUTS

The Union and its members individually and collectively agree that during the term of this Agreement they will not cause or take part in any sitdown, strike, slowdown or stoppage. The Employer shall have the unqualified right to discipline or discharge employees engaging in such action. The Employer agrees that it will not lock out its employees.

ARTICLE XXVI
INTERPRETATION OF AGREEMENT

A. It is recognized that the heads of the Welding, Assembly & Test and Inspection Departments regularly perform production work and that their continued performance of same is in no way limited by this Agreement. In the event that these three (3) department heads do not exercise any supervisory functions over their respective departments then they shall either become members of the bargaining unit or cease production work.

B. It is recognized that from time-to-time various employees not included in the bargaining unit such as engineers, technicians, and supervisors perform the same duties as bargaining unit employees for purposes of testing, instruction, resolving problems and expediting their solution and that the continued performance of same is in no way limited by this Agreement. It is understood that such work shall be limited to work of an irregular and non-continuous basis.

C. It is recognized that the Employer shall continue to assign bargaining unit employees as well as non-bargaining unit employees to field service work according to its discretion.

D. This Agreement shall not be construed as limiting the Employer from subcontracting out work whenever consistent with the best interests of the business, as long as such is not done for the purpose of undermining the Union.

ARTICLE XXVII
MANAGEMENT OF THE BUSINESS

Subject only to the express provisions contained in this Agreement, the Employer shall continue to

have the sole right to manage and operate its business and property and to direct its working force and to determine the facts that are basis of its decisions in the management and operation of its business and property. The sole right to manage and operate its business and property shall include, but is not limited to, the right to effect any changes in the nature, purpose or scope of the business or method, processes or system of operating the same, to discontinue, consolidate or change the organization of departments or job classifications, to determine the location of work duties, to promulgate reasonable work rules, to sub-contract work, to determine the employment of and assignment of employees, to determine the need for and extent of any layoffs, to determine the sufficiency of the production furnishings and equipment at the Employer's place of business.

ARTICLE XXVIII—COMPLETE SETTLEMENT

A. This Agreement may not be changed or modified except by a writing duly executed by the parties or their undersigned representatives.

B. It is understood and agreed that all matters in dispute or controversy between the parties hereto are completely settled, adjusted and closed by this Agreement. In addition, any claims for changes in terms and conditions of employment or other contractual terms contained in this contract, regardless of whether such issues were raised during negotiations leading to this Agreement, shall be deemed to be completely settled by the execution of this Agreement.

ARTICLE XXIX—REST PERIODS

Employees shall be given one ten-minute rest period in the morning and one ten-minute rest period

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in the afternoon. In the event an employee is scheduled to work more than ten (10) hours in a day, employees scheduled for such work shall receive an additional rest period of ten minutes at the end of their tenth (10th) hour worked.

ARTICLE XXX—JURY DUTY

An employee employed more than sixty (60) days who is absent from the plant during regular working hours because of jury duty shall upon receipt by the Employer of proper evidence as to jury service and the amount of compensation received therefor, be paid the difference between regular straight time pay for the period of jury service up to a maximum of ten (10) days provided that the employee who receives jury notice shall immediately notify the Employer so as to give the Employer an opportunity to request that the employee be excused from such service, and further provided that the employee reports for work during the term of jury duty whenever it is feasible to do so during regular working hours.

ARTICLE XXXI
DURATION OF AGREEMENT

This Agreement shall remain in full force and effect and be binding upon the parties hereto from March 9, 1973 until and including March 8, 1975, and shall thereafter be continued for annual periods unless notice of termination or modification is given in writing by either party to the other by registered mail at least sixty (60) days prior to the next expiration date.

IN WITNESS WHEREOF this Agreement has been executed by the parties the day and year first above written.

LOCAL 431 of the INTERNATIONAL UNION OF ELECTRICAL, RADIO AND MACHINE WORKERS, AFL-CIO

By:

James Garry, Business Representative
Chester Punicki, Shop Negotiating Committee
James Bowe, Shop Negotiating Committee
John Alfano, Shop Negotiating Committee
Robert Fauer, Shop Negotiating Committee

INTERNATIONAL UNION OF ELECTRICAL, RADIO AND MACHINE WORKERS, AFL-CIO

By:

Arthur Dorst, International Representative

TARGET ROCK CORPORATION

By:

M.A. Crausman, President

SCHEDULE "A"

A. Effective March 9, 1973, the minimum wage rates for the job classifications in the following labor grades shall be as follows:

Labor Grade	*Hiring Rate*	*Job Rate (After 60 Days)*
1	$5.735	$5.915
2	5.275	5.445
3	4.915	5.085
4	4.625	4.795
5	4.335	4.505
6	4.025	4.215
7	3.805	3.975
8	3.575	3.735
9	3.425	3.575
10	3.275	3.425
11	3.125	3.275
12	3.025	3.175
13	2.925	3.075
14	2.825	2.975

B. Effective March 9, 1974, the minium wage rat for the job classifications in the following labo grades shall be as follows:

Labor Grade	*Hiring Rate*	*Job Rate (After 60 Days*
1	$6.01	$6.19
2	5.55	5.72
3	5.19	5.36
4	4.90	5.07
5	4.61	4.78
6	4.30	4.49
7	4.08	4.25
8	3.85	4.01
9	3.70	3.85
10	3.55	3.70
11	3.40	3.55
12	3.30	3.45
13	3.20	3.35
14	3.10	3.25

C. Labor Grade of the Job Classifications are as follows:

Classification	Department	Labor Grade
Machine Shop, Set-up Man	Machine Shop	2
Machine Shop, 1st Class	Machine Shop	3
Machine Shop, 2nd Class	Machine Shop	4
Machine Shop, 3rd Class	Machine Shop	6
Machine Shop Operator	Machine Shop	8
Machine Shop Trainee	Machine Shop	14
Welder, 1st Class	Weld Shop	3
Welder, 2nd Class	Weld Shop	5
Welder, 3rd Class	Weld Shop	6
Welder Trainee	Weld Shop	14
Inspector, 1st Class	Inspection	4
Inspector, 2nd Class	Inspection	6
Inspector, 3rd Class	Inspection	8
Inspector Helper	Inspection	13
Inspector Trainee	Inspection	14

SCHEDULE "A"

Classification	Department	Labor Grade
Assembly & Test, 1st Class	Assembly & Test	2
Assembly & Test, 2nd Class	Assembly & Test	5
Assembly & Test, 3rd Class	Assembly & Test	6
Assembly & Test Trainee	Assembly & Test	14
Maintenance, 1st Class	Maintenance	4
Maintenance, 2nd Class	Maintenance	6
Maintenance, 3rd Class	Maintenance	8
Maintenance Trainee	Maintenance	14
Porter/Helper, 1st Class	Maintenance	13
Porter/Helper, 2nd Class	Maintenance	14
Material Handler, 1st Class	Material	8
Material Handler, 2nd Class	Material	9
Material Handler, 3rd Class	Material	12

It is agreed that the seniority of all leadmen and their classifications shall be in the classification the leadman held immediately prior to his designation as leadman. It is further agreed that employees designated leadmen hereinafter (March 9, 1973) shall receive leadman differential of ten percent (10%) above their rate for so long as they perform such duties. It is further understood that those employees presently designated leadmen shall not receive the ten percent (10%) differential nor shall they suffer any reduction in wages whether or not they continue to perform such duties.

D. Trainees shall progress to the following classifications in the following manner:

1. *Machine Shop Trainee*: The trainee shall be classified as a Machine Shop Operator after successful completion of his probationary period and an additional six months training period. Two months after successful completion of the probationary period, he shall receive a twenty-five (25c) cents per hour

wage increase and shall receive such an increase every two months thereafter until completion of the training period at which time he shall receive the minimum rate for the classification.

2. *Welder Trainee*: The trainee shall be classified as a Welder, Third Class, after successful completion of his probationary period and an additional eighteen (18) months training period. Three (3) months after the successful completion of the probationary period, he shall receive a fifteen (15c) cents per hour wage increase and shall receive such an increase every three (3) months thereafter until the completion of the training period at which time he shall receive the minimum rate for the classification.

3. *Maintenance Trainee*: The trainee shall be classified as a Maintenance, Third Class, after successful completion of his probationary period and an additional twelve (12) months training period. Three months after the successful completion of the probationary period, he shall receive a fifteen (15c) cents per hour wage increase and shall receive such an increase every three (3) months thereafter until the completion of the training period at which time he shall receive the minimum rate for the classification.

4. *Inspector Trainee*: The trainee shall be classified as an Inspector, Third Class, after successful completion of his probationary period and an additional twelve (12) months training period. Three (3) months after the successful completion of the pro-

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bationary period, he shall receive a fifteen (15c) cents per hour wage increase and shall receive such an increase every three (3) months thereafter until the completion of the training period at which time he shall receive the minimum rate for the classification.

5 *Assembly & Test Trainee*: The trainee shall be classified as an Assembly & Test, Third Class, after successful completion of his probationary period and an additional eighteen (18) months training period. Three (3) months after successful completion of the probationary period, he shall receive a fifteen (15c) cents per hour wage increase and shall receive such an increase every three (3) months thereafter until the completion of the training period at which time he shall receive the minimum rate for the classification.

The Employer may accelerate the increases and/or the training period if, in its judgement, the progress of the trainee warrants such acceleration.

E. It is understood that the classification of the employees in the bargaining unit as of the effective date of this Agreement have been agreed upon and shall not be the subject of a grievance during the duration of this Agreement.

AGREEMENT

MAY 6, 1975

BETWEEN

TARGET ROCK CORPORATION

AND

INTERNATIONAL UNION OF ELECTRICAL, RADIO AND MACHINE WORKERS, LOCAL 431, AFL-CIO AND INTERNATIONAL UNION OF ELECTRICAL, RADIO AND MACHINE WORKERS, AFL-CIO

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AGREEMENT made this 6th day of May, 1975, by and between LOCAL 431 of the INTERNATIONAL UNION OF ELECTRICAL, RADIO AND MACHINE WORKERS, AFL-CIO, located at 150 East 23rd Street, New York, New York and the INTERNATIONAL UNION OF ELECTRICAL, RADIO AND MACHINE WORKERS AFL-CIO (both hereinafter referred to as the "Union"), and acting herein on behalf of the employees (as hereinafter defined) now employed and hereafter to be employed by the Employer, and TARGET ROCK CORPORATION located at 1966E Broadhollow Road, East Farmingdale, New York 11735, hereinafter designated as the "Employer".

WHEREAS, the National Labor Relations Board has certified that the Union herein is the exclusive bargaining agent for certain of the Employer's employees; and

WHEREAS, the parties have negotiated an Agreement relating to wages, hours and other conditions of employment for the establishing and maintaining of harmonious relations between the Employer and its employees and to that end provide for the fair and peaceful adjustment of any disputes which may arise between them;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereby agree as follows:

ARTICLE I–RECOGNITION OF UNION

Pursuant to the certification of the N.L.R.B. issued July 29, 1968, the Union is hereby recognized as the sole and exclusive bargaining agent of all

production, maintenance, shipping and receiving employees and drivers employed by the Employer at its facilities at 1966E Broadhollow Road, East Farmingdale, New York, hereinafter called "employees" excluding all office clerical, professional, laboratory technicians, drafting, engineering, field service, sales employees, watchmen, guards, supervisors and regular part-time employees averaging less than twenty (20) hours per week and temporary summer help employed between June 15 and August 31 only.

There shall be no more than three (3) such part-time employees excluded from the bargaining unit. In the event of layoff in their department, they shall be laid off before anyone else in their department. Temporary summer help shall be limited to five (5).

ARTICLE II–UNION MEMBERSHIP

A. All present employees who have completed their respective trial periods shall, on or after the sixtieth (60th) day following the beginning of their employment or the date of execution of this Agreement, whichever is later, be and remain members of the Union in good standing as a term and condition of employment.

B. All new employees hired after the effective date of this Agreement shall, on or after the sixtieth (60) day following the beginning of their employment or the date of execution of this Agreement, whichever is later, make application for membership in the Union and shall thereafter remain members of the Union in good standing as a term and condition of employment.

ARTICLE III–DEDUCTION OF UNION DUES

A. In the fourth payroll period of each month, the Employer shall deduct from the wages of all its employees who have authorized and directed the Employer in writing to check off their Union dues, an amount equal to the monthly Union dues of such employees. The amount thus deducted shall be the uniform monthly dues certified in writing by the Union to the Employer.

B. The Employer shall promptly pay to the Union the Union dues deducted and shall furnish the Union with a list of the employees whose dues shall have been deducted as provided herein.

ARTICLE IV
REGULAR WORKDAY AND WORKWEEK

A. The normal workday and normal workweek for all employees covered by this Argeement shall be eight (8) hours per day, Monday to Friday inclusive. The regular workweek shall be forty (40) hours per week. The starting time of the regular workday shall be between 7:00 A.M. and 9:00 A.M. The quitting time of the regular workday shall be between 3:30 P.M. and 5:30 P.M. The above shall not be construed as a guarantee of hours of employment.

B. The second shift shall be a shift the major number of hours of which occur between the end of the regular workday and midnight. The third shift shall be a shift the major of hours of which occur after midnight and before the start of the first shift. A shift shall be treated as worked on the day the shift begins.

C. Subject to Section "A" above, and upon the giving of one week's notice in writing to the Union, the Employer may change the hours of any shift.

D. The foregoing sections in this Article shall not apply to equipment maintenance and housekeeping maintenance should the employer cease contracting out for same. In individual cases where the employee is called in earlier than his regular starting time, he shall be given the opportunity to work his regular eight (8) hour shift.

ARTICLE V–SHIFT DIFFERENTIAL

Employees working on a second or third shift shall receive a shift differential of ten (10%) percent of their regular straight time wage rate for work performed on such second or third shift.

ARTICLE VI–OVERTIME

A. All work done in excess of eight (8) hours per day or forty (40) hours per week for which time and a half or double time has not previously been earned, shall constitute overtime and shall be paid for at one and one-half times the regular straight time rates.

B. All work done on Sundays shall be paid for at twice the regular straight time rates. All work performed on Saturday shall be paid for at time and one-half the regular straight time rates. The Employer reserves the right not to schedule an employee for Saturday work in the event the employee has been absent during the workweek.

C. All work performed on any paid holiday shall be paid for at time and one-half, plus holiday pay.

D. Wherever practicable, overtime within a department within a shift shall be divided as equitably as possible. However, the Employer's present practice of assigning the overtime to the employee performing the work during the regular hours shall be continued.

E. No employee shall unreasonably refuse to work overtime.

F. There shall be no pyramiding of overtime pay; i.e., in no case shall premium pay be paid twice for the same hours worked.

ARTICLE VII–HOLIDAYS

A. The following shall be holidays:
New Year's Day
Martin Luther King's Birthday
Washington's Birthday
Good Friday
Memorial Day
Independence Day
Labor Day
Election Day
Thanksgiving Day
Day after Thanksgiving
Day before Christmas
Christmas Day

B. Even though no work is performed on such holidays and without regard to the days upon which such holidays fall, all employees shall receive for such

holidays, one day's pay computed on the basis of eight (8) hours pay at their regular straight time base rates, provided that the employee shall have worked his last scheduled workday before, and next scheduled workday after the holidays, except for an absence for sickness proven by doctor's certificate.

C. If any of these holidays falls on a Sunday, it shall be celebrated on the following Monday. If any of these holidays falls on a Saturday, it shall be celebrated on the preceding Friday.

ARTICLE VIII–REPORT-TO-WORK PAY

Any employee who reports to work as scheduled and who was not previously given notice not to report to work shall receive four (4) hours work or pay in lieu thereof, unless the Employer is prevented from providing such work by circumstances beyond his control, e.g., power failure, Act of God, etc. The foregoing provision is not applicable to employees who, before the end of the four (4) hours leave their work or are suspended or summarily discharged for cause.

ARTICLE IX–SENIORITY

A. For purposes of layoff and recall, seniority shall apply within classification within a department. The employee with the most seniority shall be the last laid off and the first recalled.

B. Seniority of employees shall be determined by the length of service dating from last date of hire with the Company and shall be forfeited by:

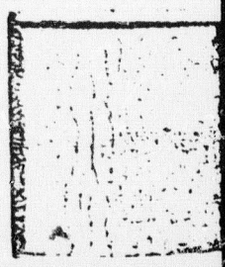
1. Discharge for cause.
2. Voluntary quit.
3. Layoff for more than the employee's seniority up to a maximum of eighteen (18) months. Except for employees with ten (10) years or more seniority for layoff for a maximum of thirty-six (36) months.
4. Failure to return to work within five (5) days of a notice of recall sent by registered mail to the employee's last known address.

C. Any employee who is subject to layoff on the basis of being the most junior in seniority to the other employees in that classification shall have the option of displacing any employee who has less departmental seniority in a lower classification in that department. In the event the senior employee chooses to displace the junior employee, he shall receive the regular wage rate for such lower classification plus the amount, if any, that the senior employee's rate exceeds the regular rate for the job he is bumping from.

D. Employees assigned to work in another department at the Employer's request shall continue to accumulate seniority in their regular classification and department only.

E. Employees who are promoted shall retain their seniority in their former jobs for (60) days.

F. Employees promoted to positions outside of the bargaining unit shall retain seniority in their former classification and department for only sixty (60) days.



G. The Union shall designate one (1) employee for every thirty (30) employees or major fraction thereof (i.e., sixteen (16) or more) in the bargaining unit but not less than three (3) nor more than two (2) from any department excepting the Machine Shop, to have superseniority in their classification and department. The Union shall notify the Employer of employees so designated.

ARTICLE X–PROMOTIONS

A. Employees promoted to higher rated jobs shall have a probationary period of sixty (60) days during which the Employer may decide to return the employee to his former position.

B. An employee promoted to a higher classification shall receive the minimum wage rate for the higher rated job or the rate he received immediately prior to the promotion, whichever is greater.

C. With regard to promotions in classification within a department, where skill and ability and work performance are relatively equal, seniority shall govern. Hiring in from the outside shall not be considered a promotion.

ARTICLE XI–HIRING OF NEW EMPLOYEES

Promptly upon the hiring of any new employees, notice of such hiring shall be given in writing to the Union. Such notice shall contain the name, the classification and the rate of pay of such new employees. Upon the hiring of any of the part-timers referred to in Article I, the Union shall receive prompt notice of their classification.

ARTICLE XII–LEAVES OF ABSENCE

A. Leaves of Absence for Union Activity:

1. Upon written request by the Union, the Employer shall grant officers and members of the Union who have been employed more than six (6) months, a leave of absence without pay or other benefits not to exceed one employee at a time, and not to exceed one (1) year for the purpose of attending to Union business. No employee shall be granted this leave more than once.

2. The seniority of an employee granted such leave shall accumulate during the period of such leave.

3. At the expiration of such leave, such employee shall be restored to his former position or such position as his seniority calls for at a rate which shall not be lower than that which he was receiving at the commencement of his leave, plus any general wage increases, provided that his seniority calls for such a rate.

B. Leaves of Absence for Recuperation from Personal Illness or Injury, or for other Personal Reason:

1. In case of personal illness or injury, an employee who has completed his probationary period shall be given a leave of absence without pay or other benefits up to sixty (60) days, beginning when his paid sick leave under Article XXII is exhausted, upon presentation of a doctor's certificate stating the necessity therefor. Such leave shall be requested in writing

within five (5) calendar days of the illness or injury necessitating the leave. Such leave shall be extended by the Employer for up to an additional sixty (60) days upon presentation of a doctor's certificate stating the necessity therefor. An employee returning from such leave shall present a doctor's certificate to the effect that he is able to return to work.

2. Upon request, the Employer may grant to any employee a personal leave of absence without pay or other benefits of up to thirty (30) days. The term and purpose of such leave or any renewal of same shall be in writing.

3. The seniority of an employee granted a leave above described shall accumulate during the period of such leave.

C. A failure to return from any leave or absence above described on the expiration date thereof or the use of such leave for any purpose other than that specified shall result in the employee being deemed to have quit.

ARTICLE XIII–TRIAL PERIOD

The first sixty (60) days of employment for all new employees shall constitute a trial period, during which trial period such new employees may be discharged without recourse by the Employer or the Union and such shall not be the subject of a grievance or arbitration. The Employer may request that an employee's probationary period be extended an additional sixty (60) days in individual cases and the Union shall not unreasonably refuse such a request.

ARTICLE XIV–DISCHARGE

Employees who have completed their trial periods shall be discharged for just cause only. The Union shall have the right to challenge the propriety of any discharge and may present the matter as a grievance to be settled under the grievance and arbitration procedure in this Agreement. Request for arbitration in such case shall be served on the Employer not later than five (5) days after the Employer has served upon the Union written notice of such discharge. Service of both notices shall be by certified mail, return receipt requested.

Terminations for the revocation or failure to obtain security clearance required for the work performed by the Employer shall be deemed just cause. In such security discharge case, the Employer shall notify the Union and shall meet, upon request, with the Union and at such meeting disclose to the Union whatever relevant material and information it has which it can legally disclose.

Absence for three (3) consecutive days without notice shall be deemed a voluntary quit effective at the close of business on the third day unless the employee is prevented from calling in by circumstances beyond his control.

ARTICLE XV–NOTICES TO THE UNION

A. The Employer shall give the Shop Chairman not less than one (1) working day's notice in writing of all planned layoffs, unless the Employer is prevented from giving such notice for reasons beyond its control.

B. The Employer shall give the Union prompt notice in writing of all recalls or hirings, merit increases, upgrading and promotions.

C. The Employer shall give the employees notice of overtime work on Saturday by the preceding Thursday and daily overtime work by the preceding day except for emergency situations. The failure to give such notice shall be given weight in the reasonableness of an employee's refusal to work such overtime.

D. The Shop Chairman shall be provided with a quarterly breakdown for overtime worked. Such breakdown shall state the name of the employee and the number of hours worked in the quater. He shall also receive a copy of the Saturday overtime assigned weekly and notice of the daily overtime whenever such is scheduled above the regularly scheduled overtime except for emergency situations.

ARTICLE XVI
PLANT VISITATIONS; BULLETIN BOARDS

A. Upon prior notice by the Union to the management, officers or representatives of the Union shall be admitted to the plant of the Employer at reasonable times during working hours for the purpose of seeing whether this Agreement is being observed by the parties or for assisting in the adjustment of grievances. He shall report to the management and be escorted through the plant. Such visit shall not interfere with production.

B. The Employer shall provide a reasonable number of bulletin boards or parts thereof in its plant for the use of the Union. Notices posted shall be first

authorized by the Union and the Employer and shall not be derogatory or scurrilous in character.

ARTICLE XVII–ANTI-DISCRIMINATION

There shall be no discrimination against any employee either in hiring, promotion, advancement, or assigning of jobs, or with respect to any other terms or conditions of employment, because of such employee's Union membership or activity, sex, age, race, creed, color, religious affiliation, national origin or handicap.

ARTICLE XVIII–WAGES

A. Effective May 6, 1975, all employees covered by this agreement shall receive an increase of forty-five (45¢) cents in their hourly wage rate.

B. Effective May 6, 1976, all employees covered by this agreement shall receive an increase of forty-five (45¢) cents in their hourly wage rate.

C. Effective November 6, 1976, all employees covered by this agreement shall receive an increase of five (5¢) cents in their hourly wage rate.

D. Effective May 6, 1977, all employees covered by this agreement shall receive an increase of forty-five (45¢) cents in their hourly wage rate.

E. Effective November 6, 1977, all employees covered by this agreement shall receive an increase of five (5¢) cents in their hourly wage rate.

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F. All such increases shall be added to the minimum job rates as set forth, in Schedule "A".

G. Effective May 6, 1977, the minimum hiring rates as set forth in Schedule "A" shall be increased by forty-five (45¢) cents.

H. Effective November 6, 1977, the minimum hiring rates as set forth in Schedule "A" shall be increased by five (5¢) cents.

I. Employees hired after May 6, 1975 shall receive the hiring rate for their classification as set forth in Schedule "A". They shall receive five (5) increases in their hourly wage rate to resolve the difference between their hiring rate and the job rate in effect twenty-four (24) months from their starting date as follows: twenty cents (20¢) after two (2) months, twenty (20¢) cents after six (6) months, twenty (20¢) cents after twelve (12) months, twenty (20c) cents after eighteen (18) months, and the remainder after twenty-four (24) months. These increases shall be in lieu of any general wage increases set forth in Scedule "A".

J. Notwithstanding anything contained herein, employees hired in a given classification after May 5, 1975 shall at no time be entitled to an hourly rate higher than those presently employed in such classification.

ARTICLE XIX–VACATIONS

A. All employees who have completed their trial period shall receive one (1) day's paid vacation for each month of actual work service performed in the

vacation year up to a maximum of ten (10) days. All employees who have completed ten (10) years of employment from last date of hire as of the cutoff date shall receive one and one-half day's paid vacation for each month of actual work service performed in the vacation year up to a maximum of fifteen (15) days. The Employer may schedule the last five (5) days of such vacation separately.

B. The cutoff date for computing vacation entitlement shall be June 1 of each year. The vacation year shall be June 1 to May 31.

C. The vacation period shall be between June 1 and September 30. The Employer shall have the option to close its plant at any time during July and/or August, in which event all vacations shall be taken during said period. The Employer may require certain employees to work during the vacation shutdown and provide them with alternate vacation within the period.

D. If a paid holiday falls during an employee's vacation, the Employer shall have the option of providing such employee an extra day's vacation with pay in lieu thereof.

E. A day's vacation pay shall be eight (8) hours pay at the employee's regular straight time rate. Vacation pay shall be paid to employees before the commencement of their vacation.

F. All employees whose employment is terminated for any reason, shall receive with their final pay their accumulated vacation pay, prorated. In the event an employee quits prior to the June 1 cutoff date, he shall give one (1) week's notice of such intention in order to receive his accumulated vacation pay.

G. Vacations shall be scheduled at the discretion of the Employer. However, in scheduling vacations, consideration shall be given to employees on the basis of their seniority in the plant and the employer shall give reasonable notice of the time when the vacation shall take place.

ARTICLE XX–GRIEVANCE PROCEDURE

A. Grievances:

In the event that any dispute, difference or grievance shall arise over the application or interpretation of any provision of this Agreement, such dispute, difference or grievance shall be settled in the following manner:

1. In the first instance, between the employee and steward, if he so desires, and his immediate supervisor.

2. In the event the grievance is not satisfactorily settled under paragraph "1", the grievance shall be taken up by the Foreman, the aggrieved employee and the Shop Steward.

3. In the event that the grievance is not satisfactorily settled under paragraph "2" the grievance shall be reduced to writing and taken up between the Shop Committee and a duly designated representative of the Employer. At the request of either party, the Foreman, the Steward and the aggrieved employee involved shall be present. The Employer's response shall be in writing. Grievances initiated by the Union on its behalf may be initiated at this step.

4. In the event that the grievance is not satisfactorily settled under paragraph "3", it shall be taken up between the Union representative and the Shop Committee on the one hand, and a duly designated representative of the Employer on the other.

5. All disputes, differences and grievances which are not satisfactorily settled after following the foregoing procedure shall at the request of the Union be promptly submitted to arbitration in accordance with the arbitration provisions of this Agreement. The arbitration process shall be considered waived and the grievance waived, however, if the Union does not submit the grievance to arbitration not later than forty-five (45) calendar days from the date of the occurrence giving rise to the grievance. The foregoing shall not apply to grievances concerning discharges which shall be governed by Article XIV of this Agreement.

6. The Employer agrees that in the case of a grievance that has to be settled immediately, i.e., involving the health or safety of employees, a Union Steward may participate in the adjustment of same during working hours.

7. Two (2) employees designated by the Union shall meet for one and one-half (1-1/2) hours weekly with the Company for the purpose of discussing grievances during working hours. Such time, if unused, shall be accumulated.

8. The Employer and Union may raise grievances at paragraph "4" of the grievance procedure.

ARTICLE XXI–ARBITRATION

A. All disputes, differences and grievances arising over the application or interpretation of this agreement which have not been satisfactorily settled after following the grievance procedure herein set forth, shall be promptly submitted to arbitration before an Arbitrator who shall be selected from the American Arbitration Association in accordance with its rules, whose decision shall be final and binding on the parties.

B. Except for disputes over discharges which are governed by Article XIV, no such dispute, difference or grievance may be submitted to arbitration more than forty-five (45) calendar days from the date of the occurrence giving rise to the dispute, difference or grievance.

C. The Arbitrator shall have no power to add to, subtract from or modify any of the terms of this Agreement. The Arbitrator shall have the authority to decide more than one grievance only upon the mutual consent of the parties.

D. The costs of the Arbitrator shall be shared equally by the parties. All other expenses of the arbitration, including those of witnesses or representatives of the parties, shall be paid by the party incurring them.

ARTICLE XXII–SICK LEAVE

A. Each employee who has completed one (1) year of employment by January 1 of each year shall be entitled to ten (10) days sick leave with pay for that

calendar year. An employee who has not completed one (1) year of service by January 1 shall be entitled to five (5) days sick leave with pay after six (6) months of work service and one (1) day thereafter for each month, up until December 31, to a maximum of ten (10) days.

B. If an employee falls ill during a shift, he may draw on unused sick leave for the remainder of the shift.

C. An employee shall be paid on the first pay period after January 1 in each year for all unused sick leave in the previous year.

D. Prorated, accrued unused sick leave shall be paid to any employee who is laid off.

ARTICLE XXIII–INJURIES ON THE JOB

If an employee is injured on the job, he shall suffer no loss of pay for any straight time necessarily lost on the day of the injury as a result of such injury.

ARTICLE XXIV–BEREAVEMENT

Employees shall receive three (3) regular working days off at eight (8) hours' pay immediately following the death of members of their immediate family: parent, spouse, child, brother or sister.

ARTICLE XXV–STRIKES AND LOCKOUTS

The Union and its members individually and collectively agree that during the term of this Agreement they will not cause or take part in any sitdown, strike, slowdown or stoppage. The Employer shall have the unqualified right to discipline or discharge employees engaging in such action. The Employer agrees that it will not lock out its employees.

ARTICLE XXVI
INTERPRETATION OF AGREEMENT

A. It is recognized that the heads of the Welding, Assembly & Test and Inspection Departments regularly perform production work and that their continued performance of same is in no way limited by this Agreement. In the event that these three (3) department heads do not exercise any supervisory functions over their respective departments then they shall either become members of the bargaining unit or cease production work.

B. It is recognized that from time-to-time various employees not included in the bargaining unit such as engineers, technicians, and supervisors perform the same duties as bargaining unit employees for purposes of testing, instruction, resolving problems and expediting their solution and that the continued performance of same is in no way limited by this Agreement. It is understood that such work shall be limited to work of an irregular and non-continuous basis.

C. It is recognized that the Employer shall continue to assign bargaining unit employees as well as nonbargaining unit employees to field service work according to its discretion. Employees on such assignments shall be paid travel time at straight time. If they are required to use their cars, they shall be paid twelve (12) cents per mile. All work away from the New York Metropolitan area or a sixty-five (65) mile radius from the plant shall be voluntary.

D. This Agreement shall not be construed as limiting the Employer from subcontracting out work whenever consistent with the best interests of the business, as long as such is not done for the purpose of undermining the Union.

ARTICLE XXVII
MANAGEMENT OF THE BUSINESS

Subject only to the express provisions contained in this Agreement, the Employer shall continue to have the sole right to manage and operate its business and property and to direct its working force and to determine the facts that are basis of its decisions in the management and operation of its business and property. The sole right to manage and operate its business and property shall include, but is not limited to, the right to effect any changes in the nature, purpose or scope of the business or method, processes or system of operating the same, to discontinue, consolidate or change the organization of departments or job classifications, to determine the location of work duties, to promulgate reasonable work rules, to subcontract work, to determine the employment of and assignment of employees, to determine the need for and extent of any layoffs, to determine the sufficiency of the production furnishings and equipment at the Employer's place of business.

ARTICLE XXVIII—COMPLETE SETTLEMENT

A. This Agreement may not be changed or modified except by a writing duly executed by the parties or their undersigned representatives.

B. It is understood and agreed that all matters in dispute or controversy between the parties hereto are completely settled, adjusted and closed by this Agreement. In addition, any claims for changes in terms and conditions of employment or other contractual terms contained in this contract, regardless of whether such issues were raised during negotiations leading to this Agreement, shall be deemed to be completely settled by the execution of this Agreement.

ARTICLE XXIX–REST PERIODS

Employees shall be given one ten-minute rest period in the morning and one ten-minute rest period in the afternoon. In the event an employee is scheduled to work more than ten (10) hours in a day, employees scheduled for such work shall receive an additional rest period of ten minutes at the end of their tenth (10th) hour worked.

ARTICLE XXX–JURY DUTY

An employee employed more than sixty (60) days who is absent from the plant during regular working hours because of jury duty shall upon receipt by the Employer of proper evidence as to jury service and the amount of compensation received therefor, be paid the difference between regular straight time pay for the period of jury service up to a maximum of ten (10) days provided that the employee who receives jury notice shall immediately notify the Employer so as to give the Employer an opportunity to request that the employee be excused from such service, and further provided that the employee reports for work during the term of jury duty whenever it is feasible to do so during regular working hours.

ARTICLE XXXI
DURATION OF AGREEMENT

This Agreement shall remain in full force and effect and be binding upon the parties hereto from May 6, 1975 until and including May 5, 1978, and shall thereafter be continued for annual periods unless notice of termination or modification is given in writing by either party to the other by registered mail at least sixty (60) days prior to the next expiration date.

IN WITNESS WHEREOF this Agreement has been executed by the parties the day and year first above written.

LOCAL 431 of the INTERNATIONAL UNION OF ELECTRICAL, RADIO AND MACHINE WORKERS, AFL-CIO

By:

James Garry, Business Manager
Chester Punicki, Shop Negotiating Committee
James Bowe, Shop Negotiating Committee
John Alfano, Shop Negotiating Committee

INTERNATIONAL UNION OF ELECTRICAL, RADIO AND MACHINE WORKERS, AFL-CIO

By:

John P. Egan, International Representative

TARGET ROCK CORPORATION

By:

M.A. Crausman, President

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SCHEDULE "A"

A. Effective on the dates shown, the minimum wage rates for the job classifications in the following labor grades shall be as follows:

Labor Grade	5/6/75 Hiring Rate	5/6/75 Job Rate	5/6/76 Hiring Rate	5/6/76 Job Rate
1	$6.01	$6.64	$6.01	$7.09
2	5.55	6.17	5.55	6.62
3	5.19	5.81	5.19	6.26
4	4.90	5.52	4.90	5.97
5	4.61	5.23	4.61	5.68
6	4.30	4.94	4.30	5.39
7	4.08	4.70	4.08	5.15
8	3.85	4.46	3.85	4.91
9	3.70	4.30	3.70	4.75
10	3.55	4.15	3.55	4.60
11	3.40	4.00	3.40	4.45
12	3.30	3.90	3.30	4.35
13	3.20	3.80	3.20	4.25
14	3.10	3.70	3.10	4.15

SCHEDULE "A"

Labor Grade	11/6/76 Hiring Rate	11/6/76 Job Rate	5/6/77 Hiring Rate	5/6/77 Job Rate
1	$6.01	$7.14	$6.46	$7.59
2	5.55	6.67	6.00	7.12
3	5.19	6.31	5.64	6.76
4	4.90	6.02	5.35	6.47
5	4.61	5.73	5.06	6.18
6	4.30	5.44	4.75	5.89
7	4.08	5.20	4.53	5.65
8	3.85	4.96	4.30	5.41
9	3.70	4.80	4.15	5.25
10	3.55	4.65	4.00	5.10
11	3.40	4.50	3.85	4.95
12	3.30	4.40	3.75	4.85
13	3.20	4.30	3.65	4.75
14	3.10	4.20	3.55	4.65

Labor Grade	11/6/77 Hiring Rate	11/6/77 Job Rate
1	$6.51	$7.64
2	6.05	7.17
3	5.69	6.81
4	5.40	6.52
5	5.11	6.23
6	4.80	5.94
7	4.58	5.70
8	4.35	5.46
9	4.20	5.30
10	4.05	5.15
11	3.90	5.00
12	3.80	4.90
13	3.70	4.80
14	3.60	4.70

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SCHEDULE "A"

B. Labor Grade of the Job Classifications are as follows:

Classification	Department	Labor Grade
Machine Shop, Set-up Man	Machine Shop	2
Machine Shop, 1st Class	Machine Shop	3
Machine Shop, 2nd Class	Machine Shop	4
Machine Shop, 3rd Class	Machine Shop	6
Machine Shop Operator	Machine Shop	8
Machine Shop Trainee	Machine Shop	14
Welder, 1st Class	Weld Shop	3
Welder, 2nd Class	Weld Shop	5
Welder, 3rd Class	Weld Shop	6
Welder Trainee	Weld Shop	14
Inspector, 1st Class	Inspection	4
Inspector, 2nd Class	Inspection	6
Inspector, 3rd Class	Inspection	8
Inspector Helper	Inspection	13
Inspector Trainee	Inspection	14
Assembly & Test, 1st Class	Assembly & Test	2
Assembly & Test, 2nd Class	Assembly & Test	5
Assembly & Test, 3rd Class	Assembly & Test	6
Assembly & Test Trainee	Assembly & Test	14
Maintenance, 1st Class	Maintenance	4
Maintenance, 2nd Class	Maintenance	6
Maintenance, 3rd Class	Maintenance	8
Maintenance Trainee	Maintenance	14
Porter/Helper, 1st Class	Maintenance	13
Porter/Helper, 2nd Class	Maintenance	14
Material Handler, 1st Class	Material	8
Material Handler, 2nd Class	Material	9
Material Handler, 3rd Class	Material	12

It is agreed that the seniority of all leadmen and their classifications shall be in the classification the leadman held immediately prior to his designation as leadman. It is further agreed that employees designated leadmen hereinafter (March 9, 1973) shall receive leadman differential of ten percent (10%) above their rate for so long as they perform such duties. It is further understood that those employees presently designated leadman shall not receive the ten percent (10%) differential nor shall they suffer any reduction in wages whether or not they continue to perform such duties.

C. Trainees shall progress to the following classifications in the following manner:

1. **Machine Shop Trainee**: The trainee shall be classified as a Machine Shop Operator after successful completion of his probationary period and an additional six months training period. Two months after successful completion of the probationary period, he shall receive a twenty-five (25¢) cents per hour wage increase and shall receive such an increase every two months thereafter until completion of the training period at which time he shall receive the minimum rate for the classification.

2. **Welder Trainee**: The trainee shall be classified as a Welder, Third Class, after successful completion of his probationary period and an additional eighteen (18) months training period. Three (3) months after the successful completion of the probationary period, he shall receive a fifteen (15¢) cents per hour wage increase and shall receive such an increase every three (3) months thereafter until the completion of the training period at which time he shall receive the minimum rate for the classification.

3. **Maintenance Trainee**: The trainee shall be classified as a Maintenance, Third Class, after successful completion of his probationary period and an additional twelve (12) months training period. Three months after the successful completion of the probationary period, he shall receive a fifteen (15¢) cents per hour wage increase and shall receive such

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an increase every three (3) months thereafter until the completion of the training period at which time he shall receive the minimum rate for the classification.

Inspector, Trainee: The trainee shall be classified as an Inspector, Third Class, after successful completion of his probationary period and an additional twelve (12) months training period. Three (3) months after the successful completion of the probationary period, he shall receive a fifteen (15c) cents per hour wage increase and shall receive such an increase every three (3) months thereafter until the completion of the training period at which time he shall receive the minimum rate for the classification.

b. Assembly & Test Trainee: The trainee shall be classified as an Assembly & Test, Third Class after successful completion of his probationary period and an additional eighteen (18) months training period. Three (3) months after successful completion of the probationary period, he shall receive a fifteen (15c) cents per hour wage increase and shall receive such an increase every three (3) months thereafter until the completion of the training period at which time he shall receive the minimum rate for the classification.

The Employer may accelerate the increases and/or the training period if, in its judgement, the progress of the trainee warrants such acceleration.

D. It is understood that the classification of the employees in the bargaining unit as of the effective date of this Agreement has been agreed upon and shall not be the subject of a grievance during the duration of this Agreement.

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(6)

GROUP INSURANCE AGREEMENT

AGREEMENT BETWEEN

TARGET ROCK CORP.

AND

LOCAL 431 of the
INTERNATIONAL UNION OF ELECTRICAL, RADIO AND
MACHINE WORKERS, AFL-CIO

AND THE

INTERNATIONAL UNION OF ELECTRICAL, RADIO AND
MACHINE WORKERS, AFL-CIO

1. Agreement entered into this 6th day of May ,1975 at Hempstead, N. Y. by and between

Target Rock, Corp.

(hereinafter referred to as the "Employer") and the

Local 431 of the
International Union of Electrical, Radio and
Machine Workers, AFL-CIO

And The

International Union of Electrical, Radio and
Machine Workers, AFL-CIO

(hereinafter reffered to as the "Union"; on behalf of the employees included within the bargaining unit represented by the Union, as follows:

2. Effective February 10, 1963, the Employer will maintain its Group Insurance Program with such amendments as may be required in order to provide:

(A) A program of Life Insurance Benefits as outlined in Exhibit A attached hereto, and as will be more fully described in certificates of insurance to be issued to insured employees thereunder by the insurance carrier of such benefits; and

(B) A program of Health Insurance Benefits as outlined in Exhibit B attached hereto, and as will be more fully described in certificates of insurance to be issued to insured employees thereunder by the insurance carrier of such benefits; and

(C) A program of Weekly Disability Benefits as outlined in Exhibit C attached hereto, and as will be more fully described in certificates of insurance to be issued to employees covered thereunder by the insurance carrier of such benefits.

3. The programs of Life Insurance Benefits, Health Insurance Benefits, and Weekly Disability Benefits shall be available to full time employees to be insured employees as to as they retain such status.

(A) With respect to Insurance Benefits for which no employee contributions are required, a full time employee shall become an insured employee upon the completion of thirty days of continuous employment and, if he is not actively at work on the day he otherwise would become insured, he will become insured on the day he returns to work thereafter.

(B) With respect to Insurance Benefits for which employee contributions are required, an eligible employee shall become an insured employee on the day he first is at work on or following the date employed, provided, however, that he completes an application and authorization for payroll deduction toward the cost of such benefits within thirty days thereafter; otherwise, he furnishes evidence of insurability satisfactory to the insurance carrier and will become insured on the first of the month following the date on which he completes an application and authorization for payroll deduction toward the cost of such benefits.

(C) A full time employee who has become an insured employee shall continue to be insured, subject to Exhibits A, B and C attached hereto.

(1) While he is on the active payroll, provided that with respect to Contributory Insurance he continues to make his contributions toward the cost of such insurance; or

(2) While he is on an approved leave of absence for reasons other than Military Service or engaging in other employment excepting employment with the Local Union or International Union provided that with respect to Contributory Insurance he continues to make his contributions toward the cost of such insurance; or

(3) For a period not to exceed four weeks immediately following a date on which he is laid off, provided he retains his seniority during such period.

(D) An insured employee who ceases to be insured and who subsequently becomes a full time employee on the active payroll within six months from the termination date of his insurance, shall be eligible to again become an insured employee in accordance with paragraph 3(A) above, but without the thirty day waiting period specified therein.

4. The program of Health Insurance Benefits shall be available to dependents of insured employees. A dependent shall become insured on the later of the day the employee becomes an insured employee or on the day he or she becomes a dependent. However, if a dependent other than a new born child is in a hospital on the day insurance would otherwise become effective, the effective date of insurance will be postponed until the day such dependent is released from the hospital.

(A) Dependent shall mean the spouse, or any unmarried children of an insured employee, excluding:

(1) Children nineteen or more years of age, except that unmarried children up to twenty-one years of age are included provided they are attending school full time and are living at home during school vacation; and

(2) The spouse of the insured employee if legally separated from such employee; and

(3) The spouse and any child who is eligible for benefits under this program of insurance by reason of being or having been an insured employee.

(B) Children shall include the insured employee's children, stepchildren, legally adopted or foster children, provided they are dependent upon the employee for support and maintenance and have been reported to the Employer for this insurance.

(C) Dependents of an insured employee shall continue to be insured as long as they remain dependents and such employee continues to be insured.

5. Administration of the Group Insurance Program will be in accordance with the administrative forms and procedures of the insurance carrier or carriers of the various insurance coverages included within the program.

(A) Claim administration will be in accordance with the procedures of the insurance carrier or carriers as set forth in the certificates of insurance to be issued to insured employees, and any question pertaining to a claim, including the settlement thereof, shall be a matter solely between the insured employee or his beneficiary and the carrier.

(B) The general administration of the program will be the responsibility of the Employer, which shall bear the expenses in connection therewith.

6. Establishment of the Group Insurance Program, and its continuance during the term of this agreement, will be accomplished either through as insurance contract or carriers issued to Curtiss-Wright Corporation by the insurance carrier or carriers which that Corporation in its sole discretion may select.

(A) The Employer shall remit to the appropriate insurance carrier the employee contributions with respect to Contributory Group Life Insurance.

(B) The Employer also will remit to the appropriate insurance carrier the amounts, over and above the employee contributions per paragraph 6(A), required to pay the net cost of the benefits provided under the entire Group Insurance Program.

7. This agreement shall be supplementary to the Collective Bargaining Agreement between the parties hereto and amended as of the 27th day of January 1971, the 8th day of March 1973 and the 6th day of May 1975, and shall continue in effect until midnight, May 5, 1978.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed on the day and year first above written.

LOCAL 431 OF INTERNATIONAL UNION OF ELECTRICAL, RADIO AND MACHINE WORKERS, A.F.L. - C.I.O.

TARGET ROCK, CORP.

By _____

By _____

By _____

By _____

By _____

By _____

By _____

By _____

INTERNATIONAL UNION OF ELECTRICAL, RADIO AND MACHINE WORKERS, A.F.L. - C.I.O.

By _____

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* * *

Exhibit A

Outline of Life Insurance Benefits

pp. A-1 to A-5

omitted

* * *

EXHIBIT B

OUTLINE OF GROUP HEALTH INSURANCE BENEFITS

1. Group Health Insurance - This insurance will continue to be provided for employees without contributions by them as follows:

(A) Hospital Insurance - Hospital confinement for the purposes of this insurance is one for which a hospital room and board charge is made by the hospital as the result of an injury, sickness or, effective February 10, 1969, maternity. Benefits will be paid only for confinement in a legally constituted hospital.

(1) Room and Board - Effective February 10, 1969, hospital charges actually incurred by an insured employee or dependent for room and board will be paid at the semi-private daily rate in effect at such hospital at the time of such confinement, but not for more than 365 days during any one hospital confinement.

(2) Other Hospital Charges - In addition to the charges described in paragraph 1(A)(1) above that are incurred during any one hospital confinement, effective February 10, 1969, all other hospital charges actually incurred during any such confinement, for an insured employee or dependent, will be paid for:

(a) Medical care and treatment provided by the hospital; for example, administration of anesthesia, operating room, X-rays, surgical dressings, medicines and drugs. Charges for professional services, such as private nursing care and doctor's visits are not included.

(b) Administration of anesthesia by any licensed medical doctor.

(c) Ambulance provided by the hospital or any other professional ambulance service to and from the hospital.

(3) Maternity - Effective February 10, 1969, benefits for confinement on or after that day due to pregnancy, resulting childbirth or miscarriage will be the same as those for confinements for an injury or sickness. Such benefits are payable only if the insured employee or dependent has been so insured for eight months.

(4) Out-Patient -

(a) If charges for services described in paragraph 1(A)(2) above are incurred in a legally constituted hospital because of an injury which does not result in a hospital charge for room and board, such charges will be paid in accordance with paragraph 1(A)(2).

(b) X-ray charges incurred as a result of, and within 24 hours after accidental bodily injury will be paid in accordance with paragraph 1(A)(2), whether or not incurred in a hospital.

(B) In-Hospital Medical Visits Insurance - During any one hospital confinement, except such confinement during which the insured employee or dependent undergoes a surgical operation, the benefits for visits by a licensed medical doctor will be paid up to a maximum of $6 per day and an aggregate amount equal to 31 days times such daily maximum.

(C) Successive periods of hospital confinement for the purpose of paragraphs 1(A) and 1(B) shall be considered one period of confinement unless subsequent confinement commences after return to active work on full time and after recovery from the cause(s) of the previous confinement, or unless the subsequent confinement is due to a cause(s) entirely unrelated to the cause(s) of the previous confinement.

(D) Surgical Insurance - Effective February 10, 1969, physicians' reasonable fees or charges actually incurred because of injury, sickness or maternity for surgical operations will be paid. The work "reasonable" as used in the above sentence shall mean the level of fees or charges for comparable services that is determined to be usual and customary in the area where such services are provided.

(E) Prescription Drug Insurance - Effective February 10, 1970, this insurance will provide as follows:

(1) If an insured employee or dependent actually incurs an expense for a covered prescription drug, upon the written order of a physician, from a pharmacist or any other person or organization legally licensed to dispense drugs, which expense is in excess of the deductible amount for each such prescription or refill, such excess will be paid.

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(a) A covered prescription drug expense is the reasonable charge for

(i) any medicinal substance, the label of which under the Federal Food, Drug and Cosmetic Act, is required to bear the legend "Caution: Federal Law Prohibits Dispensing Without Prescription", and

(ii) injectible insulin

(b) The deductible amount for each prescription or refill is $2.00.

(2) No payment will be made with respect to the following expenses:

(a) Any expense for a contraceptive medication even if it can be dispensed only with a prescription unless the purpose of such medication is other than prevention of conception.

(b) Any expenses for therapeutic devices or appliances (e.g. hypodermic needles, syringes, support garments and other non-medicinal substances) regardless of their intended uses.

(c) Any expense for the administration of prescription drug or insulin.

(d) Any expense for medications furnished on an in-patient basis.

(e) Any expense for more than a 34-day supply of a medication, except that payment will be made for 100 unit doses (e.g. tablet or capsule) or nitroglycerine and 100 unit doses of a natural thyroid product.

(f) Any expense for any refill of a prescription in excess of the number specified by the physician, or for any refill dispensed after one year from the date of the physician's original order.

(g) Any prescription drug expense to the extent that payments for such expense will be made under any other group insurance coverage.

(F) Dental Insurance - Effective March 8, 1973, if during a calendar year an insured employee or dependent actually incurs covered dental expenses in excess of the deductible amount, 75% of such excess dental expenses incurred during that calendar year will be paid, up to the maximum amount except as is otherwise provided in paragraphs 1(F)(5)(b).

(1) Covered dental expenses are those reasonable charges for necessary dental care, subject to the provisions of paragraphs 1(F)(4) and 1(F)(5) below.

(a) "Reasonable", shall be determined in accordance with the Schedule of Dental Expense Benefits attached hereto as Schedule 1.

(b) "Necessary", in relation to dental care, means only that required to safeguard or restore the health of the recipient, except that, to the extent that it calls upon specialized techniques involving precision dentures, personalizing or characterization, care will be deemed unnecessary.

(c) "Dental Care", means only a) treatment rendered and supplies furnished by or under the personal supervision of a physician (i) for dental disease, or (ii) to correct a dental defect, or (iii) for the repair of dental damages caused by accidental bodily injury, or b) dental examination and dental prophylaxis performed by or under the supervision of a physician.

(d) "Physician", means only a) a medical practitioner who is legally qualified to prescribe and administer drugs and/or to perform surgical procedures, or b) a licensed dentist practicing within the terms of his license.

(2) The deductible amount, except as is otherwise provided in paragraph 1(F)(5)(b), is the first $25 of covered dental expenses incurred by an insured employee or dependent during a calendar year except that

(a) No more than a total of $25 shall be applicable to the total of all such expenses incurred by members of any one family consisting of an insured employee and his insured dependents as a result of any one accident; and

(b) No more than a total of $75 shall be applicable to the total of all such expenses incurred by members of any one such family, as defined in paragraph 1 (F)(2)(a) above, in any one calendar year.

(3) The maximum amount of benefits that will be paid for all charges incurred by an insured employee or dependent in a calendar year will be $600 for each insured employee and each dependent except as is otherwise provided in paragraph 1 (F)(5)(b).

(4) Exclusions:

(a) Charges to the extent that benefits or services are provided for an insured employee or dependent under any group, franchise, Blue Cross, Blue Shield or other insurance or prepayment plan arranged through an employer, union, trustee or association.

(b) Services with respect to congenital malformations or cosmetic surgery or dentistry for purely cosmetic reasons.

(c) Expenses for prosthetic services or devices (including crown and bridges) started prior to the date the insured employee or dependent became so insured.

(5) Limitations:

(a) Prosthodontia - No payment will be made for the replacement of an existing denture which is satisfactory or can be made satisfactory. The reasonable expense incurred that is required to make such a denture satisfactory will be considered a covered dental expense. Prosthetic appliances may be provided only once in every period of five (5) consecutive years. Said five-year period will commence with the date on or after March 8, 1973 on which such an appliance is provided under this Agreement.

(b) Orthodontia - Fifty percent of charges in excess of $25 incurred by an insured employee or dependent during his or her lifetime for orthodontic treatment will be paid up to a maximum amount of $300. Charges incurred for service and supplies for orthodontic procedures must be for other than cosmetic purposes.

(c) In any instance in which there are optional plans of treatment recommended by the company for which different reasonable fee amounts are shown on the attached Schedule 1, the lesser amount will be used for purposes of determining the benefit paid, unless the employee at his option, and prior to treatment, submits evidence satisfactory to the company that the optional plan of treatment for which a higher amount is shown on the attached Schedule 1 is necessary, in which case the higher amount will be paid.

(i) Inlays, Crowns and Jackets - If a tooth can be restored with amalgam, silicate or plastic, only the reasonable fee for such type restoration will be paid toward the cost of any other type of restoration that might be used.

(ii) Partial Dentures - If a cast chrome or acrylic partial denture is deemed all that is necessary, only the reasonable fee for such type partial denture will be paid toward the cost of any other type of partial denture that might be used.

(iii) Full Denture - If in the construction of a denture, the insured employee or dependent and dentist decide upon or employ personalized restorations or specialized techniques as opposed to standard procedures which can be described as necessary, only the reasonable fee for such standard procedure will be paid toward the cost of such personalized restorations or specialized techniques.

(iv) Complete Reconstruction - The reasonable fee will be paid for procedures necessary to eliminate oral disease and for restorations required to replace missing teeth. Appliances or restorations employed to increase vertical dimension or restore occlusion will not be considered necessary.

(d) X-rays - More than one complete oral X-ray in any period of three (3) consecutive years will not be considered covered dental expenses unless more than one such X-ray in such period is shown to be necessary. Also, when specifically indicated as necessary, but in no event more than once in each six (6) consecutive calendar months, supplementary bite-wing X-rays will be considered covered dental expenses.

(e) For any procedures not otherwise excluded and not listed in the attached Schedule 1 nor in the compendium entitled "Services Provided by Oral Surgeons and Relative Values," referred to under the caption Oral Surgery on page 1 of Schedule 1, the carrier will pay an amount proportionate to amounts payable for comparable schedules procedures.

(6) Termination of Insurance:

(a) Anything in this Agreement to the contrary notwithstanding an insured employee will cease to be insured under this paragraph 1 (F) on the day his employment terminated by reason of

(i) quit
(ii) discharge
(iii) layoff
(iv) retirement
(v) death, or
(vi) approved leave of absence for Military Service.

Only charges incurred for services rendered on or prior to that day will be considered covered dental expenses.

(b) In the case of layoff, whatever evidence satisfactory to the company is either required in determining the amount of benefit payable as in paragraph 1 (F)(5)(c) or is required for any benefit to be payable as in paragraph 1 (F)(5)(b) and after having submitted such evidence the employee is laid off, expenses incurred during up to 21 calendar days after the date of layoff reduced by the number of days prior to the day laid off on which the evidence was submitted will be covered expenses.

(It is understood that in the application of this paragraph, an employee has no fewer than 7 days in which to actually incur covered expenses.)

(G) No benefit will be payable under this paragraph 1 for any fees or charges incurred (i) for services or supplies not prescribed as necessary by a physician or (ii) because of an injury or sickness for which benefits are payable under any Workmen's Compensation Law.

(H) Benefits shall not be payable under this paragraph 1 with respect to treatment or confinement in any hospital or extended care facility under the operation, management or control of the U.S. Veterans Administration, nor under any circumstances for which payment could not legally be required in the absence of insurance.

(I) In the event an insured employee ceases to be insured, Group Health Insurance will be terminated with respect to him and his insured dependents, if any, and

(1) The formerly insured employee or surviving dependent(s) of a deceased employee may convert, without evidence of insurability, to an individual policy of health insurance, provided written application and the first payment are made to the insurance carrier within thirty-one days after termination of the Group Health Insurance as provided herein. The individual health insurance policy may be upon any one of the forms customarily being issued by the insurance carrier, provided maximum insurance benefits may not in any respect exceed those afforded under the Group Health Insurance program, and the premium payable will be based upon the insurance carrier's rate applicable to the class of risk to which such formerly insured employee or dependent(s) belongs and to the age attained on the effective date of the policy.

(2) If the formerly insured employee or dependent, for causes other than pregnancy, becomes confined to a hospital or undergoes a surgical operation during the three months immediately following the termination of insurance, such confinement or operation will be considered as the basis for a claim, provided that:

(a) the confinement or operation was the result of an accident or sickness which disabled the formerly insured employee or his dependent before the insurance terminated; and

(b) the formerly insured employee or his dependent was totally disabled by the injury or sickness when the insurance terminated and remained continuously so disabled until confined or operated upon.

(3) Hospital confinement and obstetrical operations for childbirth or miscarriage will also be recognized as a basis for a claim for maternity benefits if the confinement commences or the operation is performed within nine months after the termination of the insurance, provided that:

(a) the confinement or operation would result in a valid claim were the insurance in force at the time of such confinement or operation;

(b) the confinement or operation was the result of a pregnancy which is medically determined to have commenced prior to termination of insurance;

(c) the dependent of a formerly insured employee was at the time of confinement a "dependent" as defined for purposes of this insurance; and

(d) the formerly insured employee had been an insured employee for a period of eight months prior to termination of insurance.

(J) Group Major Medical Insurance - This insurance will continue to be provided for employees and dependents effective May 6, 1975 as follows:

(1) If an insured employee or dependent actually incurs covered medical expenses as a result of an injury or sickness in excess of the deductible amount, a benefit period can be established during which 80% of the excess covered medical expenses will be paid, up to the maximum amount.

(a) Covered expenses are those reasonable and necessary charges for the services of a licensed medical doctor; services of an an accredited hospital; and, when prescribed as necessary by a licensed medical doctor, nursing services, X-ray, laboratory, anesthesia, drugs, medicines and other similar therapeutic service and supplies. The foregoing is subject to paragraphs (2) and (3) below.

(b) An injury or sickness shall be separate from any other injury or sickness for which claim may be made if it is due to causes entirely unrelated to the causes of such other injury or sickness.

(c) The deductible amount is the sum of (i) and (ii) below which may include covered expenses incurred on and since May 6, 1975.

(i) $100, except that

(aa) no more than a total of $100 shall be applicable to the total of all expenses incurred by members of any one family consisting of an insured employee and his insured dependents as a result of any one accident; and

(bb) no more than a total of $300 will be applied as deductible amounts to the total of all expenses incurred by members of any one such family in any period of twelve consecutive calendar months.

(ii) The total of all benefits paid for charges incurred because of such injury or sickness which are paid or payable by the insurance carrier under the provisions of paragraph (a) above.

(d) Effective May 6, 1975, the maximum amount that will be paid for each separate injury or sickness is $25,000 with no more than $10,000 for each injury or sickness payable in any one benefit period.

(e) Effective May 6, 1975, an initial benefit period for each separate injury or sickness commences with the date first expense used to satisfy the deductible is incurred and terminates 365 days thereafter. After expiration of the initial benefit period, subsequent benefit periods of 365 days for the same injury or sickness may be established by again satisfying the deductible amount.

(2) The following are not covered expenses:

(a) Charges incurred because of injury or sickness arising out of, or in the course of, any occupation or employment for wage, compensation or profit.

(b) Charges for hospital, extended care facility, medical or surgical services for which benefits are payable under any program established or which may be established by any Federal or any state or provincial government or any subdivision thereof.

(c) Charges incurred in an institution operated as a hospital or extended care facility by any government or any agency thereof, or for which payment could not legally be required in the absence of insurance.

(d) Charges for furnishing or fitting of dentures; or to charges for other dental work unless required because of injury, other than injury caused by biting or chewing on objects in the mouth, sustained while insured hereunder.

(e) Charges for refraction test, or the purchase and fitting of eyeglasses except for charges for initial cataract len(s) required immediately following removal of cataract(s), or eye examination unless such examination is required for treatment of accidental bodily injury or bacterial infection.

(f) Charges for the purchase and fitting of hearing aids.

(g) Charges for cosmetic surgery except to correct injury resulting from an accident which occurs while insured hereunder, or to correct congenital defects in a child insured at birth hereunder.

(h) Charges in connection with maternity, if the insured employee has not been insured for eight consecutive months, and in any event, in connection with uncomplicated pregnancy terminating in normal childbirth. Normal childbirth shall mean Episiotomy, Breech Delivery or Version Extraction, Forceps Delivery, Multiple Birth and Delayed Delivery of Placenta. Complications exclude nausea, threatened abortion and false labor.

(i) Charges incurred for care and treatment of mental disorders while not hospital confined.

(j) Charges made for private nursing care by other than a licensed practical nurse incurred on or after May 6, 1975 for such care while the insured employee or dependent is confined in a hospital or by other than registered nurse (R.N.), or by a licensed practical nurse or registered nurse who ordinarily resides in the insured employee's or dependent's home or who is a member of the immediate family of the insured employee.

(k) Charges made for treatments by a physiotherapist who ordinarily resides in the insured employee's or dependent's home or is a member of the immediate family of the insured employee.

(l) Drugs and medicines other than those dispensed by a licensed pharmacist and which require the written prescription by a physician.

(m) Charges made by a hospital for room and board or intensive care in excess of the semi-private room daily rate in effect at such hospital unless with respect to intensive care accommodations semi-private accommodations are not available or private accommodations are medically necessary.

(n) Charges incurred because of an injury or sickness for which the insured employee or dependent was treated within three months prior to the date insured, except charges incurred after three consecutive months have passed after the date insured without treatment of such injury or sickness.

(3) In the event an insured employee ceases to be insured, Group Major Medical Insurance will be terminated with respect to him and his insured dependents, if any, except that:

(a) The formerly insured employee may convert the terminated insurance, without evidence of insurability, to an individual policy of major medical insurance, provided written application and the first premium payment are made to the insurance carrier within thirty-one days after termination of the Group Major Medical Insurance. The individual major medical insurance policy may be upon any one of the forms customarily being issued by the insurance carrier, provided maximum insurance benefits may not in any respect exceed those afforded under the Group Major Medical Insurance program, and the premium payable will be based upon the insurance carrier's rate applicable to the class of risk to which such formerly insured employee belongs and to the age attained on the effective date of the policy.

(b) Effective May 6, 1975, the surviving dependent(s) of a deceased employee may convert the terminated insurance, without evidence of insurability, to an individual policy of major medical insurance, in accordance with the provisions of paragraph 2(a) above, except that written application and the first payment must be made to the insurance carrier within thirty-one days after the day the employee died.

(c) If the formerly insured employee or dependent was totally disabled at the time the Group Major Medical Insurance terminated, benefits will be paid, subject to the terms of such insurance, while the formerly insured person continues to be so disabled, up to one year after the termination of such insurance; provided, however, that no benefits will be paid for charges incurred after the date on which insurance or benefits are provided or become available under another group plan providing insurance or benefits with respect to such injury or sickness.

(d) For the purposes of the above paragraph 2(c), a person shall be deemed "totally disabled" while entirely and continuously unable to engage in any occupation for wage or profit, or in the case of a dependent, while confined in a hospital.

K. Coordination of Benefits - Effective May 6, 1975, if an individual insured under the Group Basic Health and Major Medical Insurance described in paragraph 1 of this Exhibit B (hereinafter referred to as "this Plan") is also covered under one or more other Group Plans as defined below, the Group Basic Health and Major Medical Insurance Benefits payable with respect to him under this Plan will be reduced by similar benefits payable with respect to him under all other Group Plans so that the total payments under this Plan and all other Group Plans do not exceed 100% of Allowable Expenses. In no event will the payment under this Plan be larger than that provided in the absence of these coordination of benefit provisions. Benefits payable under all other Group Plans include the benefits that would have been payable had claim been properly made for them. It is not the intention of the parties to change the level of benefits provided by the Group Basic Health and Major Medical Insurance by entering into this Coordination of Benefits provision.

(1) Group Plans means these types of medical and dental benefits:

(a) Coverage under a law or governmental program including any federal, state or other governmental plan or law.

(b) Group plans or other coverage for a group of individuals to which an employer contributes or makes payroll deductions.

(2) Allowable Expense means any regular and customary item of expense at least a portion of which is covered under this Plan or other Group Plans covering the individual for whom claim is made. When a Group Plan provides benefits in the form of services rather than cash payments, the reasonable cash value of each service rendered will be deemed to be both as Allowable Expense and a benefit paid.

(3) Claim Determination Period means a calendar year or that portion of a calendar year during which the individual for whom claim is made has been insured under this Plan.

(4) When the total amount of benefits provided by this Plan and other Group Plans exceeds 100 percent of the Allowable Expenses incurred during a Claim Determination Period and, as a result of this provision, a portion of benefits otherwise payable under this

plan is not paid, the Insurance Company will establish a benefit credit in the amount of such portion. The benefit credit may be used to pay up to 100 percent of Allowable Expenses when another claim (or claims) which is covered under this Plan is incurred in the same Claim Determination Period during which the benefit credit was established. Any benefit credit established during a Claim Determination period will be cancelled at the end of that calendar year. Any benefit limits set forth in this Plan will be applicable only to the benefits actually paid under this Plan, exclusive of any amount paid out of an established benefit credit.

(5) Effect on Benefits

(a) The benefits of another Group Plan will be ignored for the purposes of determining the benefits under this Plan if the rules set forth in Paragraph (b) below would require this Plan to determine its benefits before such other Group Plan.

(b) For the purposes of Paragraph (a) above, the rules establishing the order of benefit determination are:

(i) The benefits of the group plan which do not contain a provision coordinating its benefits with those of this Plan will be determined before the benefits of this Plan.

(aa) The benefits of a Plan which covers the person on whose expenses claim is based other than as a dependent shall be determined before the benefits of a Plan which covers such person as a dependent.

(bb) In the event a dependent of an employee is excluded from coverage under any other Group Plan because of the dependent's eligibility for benefits under this Plan, and the rules establishing the order of benefit determination set forth in this Paragraph (b) would have required this Plan to determine its benefits after the benefits of such

other plan had the dependents been covered under such other Group Plan, then, such person shall be excluded as a dependent under this Plan to the extent of benefits provided by the other Group Plan. Nevertheless, the type of expenses covered under such other Group Plan shall be considered as Allowable Expenses.

(ii) The benefits of a Plan which covers the person on whose expenses claim is based as a dependent of a male person shall be determined before the benefits of a Plan which covers such person as a dependent of a female person.

(iii) Except as is limited in (b)(i)(aa) above, when rules (b)(i)(aa) and (ii) above do not establish an order of determination, the benefits of a Plan which has covered such person on whose expenses claim is based for the longer period of time shall be determined before the benefits of a Plan which has covered such person the shorter period of time.

(c) When this provision operates to reduce the total amount of benefits otherwise payable as to a person covered under this Plan during any Claim Determination Period, each benefit that would be payable in the absence of this provision shall be reduced proportionately, and such reduced amount shall be charged against any applicable benefit limit of this Plan.

(6) Payment and Right of Recovery:

(a) Whenever payments have been made by the Insurance Company, at any time, for Allowable Expenses in a total amount in excess of the maximum amount of payment necessary at that time to satisfy the intent of the above provisions, the Insurance Company will have the right to recover these payments to the extent of the excess from the individuals to whom or for whom or with respect to whom these payment have been made.

(b) In the administration of this Coordination of Benefits provision, the Insurance Company shall make payment of the claim to the provider of service, or reimburse the insured individual, as if it were fully responsible for the claim, and recovery of overpayment, if any, may then be made by the Insurance Company from the other Group Plan or provider of service or insured individual, as applicable.

(7) Release of Information:

(a) For the purposes of determining the applicability of and implementing the terms of the above provisions of this Plan or any similar provision of another Group Plan, the Insurance Company may, without the consent of or notice to any individual, release to or obtain from any other insurance company or other organization or individual any information, concerning any individual, which the Insurance Company considers to be necessary for those purposes. Any individual claiming benefits under this Plan will furnish to the Insurance Company the information that may be necessary to implement the above provisions.

(b) Whenever payments which should have been made under this Plan in accordance with the above provisions have been made under any other Group Plans, the Insurance Company will have the right, with the written consent of the insured employee, to pay to any organizations making these payments any amount it determines to be warranted in order to satisfy the intent of the above provisions, and amounts paid in this manner will be considered to be benefits paid under this Plan and to the extent of those payments, the Insurance Company and the Employer will be fully discharged from liability under this plan.

SCHEDULE OF DENTAL EXPENSE BENEFITS

Proc. No.	Procedures	FULL VALUE
VISITS AND EXAMINATIONS		
010	Examination (Payable for initial episode of treatment only)	$ 8.00
030	Professional visits after hours (Dentist may elect payment on basis of services rendered or visits whichever is greater)	10.00
050	Prophylaxis - treatment (to include scaling and polishing)	7.50
062	Topical application of fluoride (one treatment including prophylaxis - payment limited to once each year)	10.00
080	Emergency treatment - Palliative per visit	5.00
ROENTGENOLOGY & PATHOLOGY		
110	Single film	3.00
111	Additional films (up to and including a total of 13 films each)	1.50
112	Entire denture series consisting of at least 14 films (including Bite Wings if indicated)	15.00
113	Intra-oral, occlusal view, maxillary or mandibular, ea.	4.00
114	Superior or inferior maxillary, extra-oral, one film	10.00
115	Superior or inferior maxillary, extra-oral, two films	15.00
150	Biopsy of oral tissue	8.00
160	Microscopic examination	15.00
ORAL SURGERY		
	Fees for procedures not listed in this schedule will be paid in accordance with the relative values set forth in the compendium published in August, 1962, by the American Society of Oral Surgeons under the title "Services Provided by Oral Surgeons and Relative Values", each relative value being multiplied by $10.00.	
EXTRACTIONS		
200	Uncomplicated (single) fee includes routine post operative visits	8.00
201	Each additional tooth (fee includes routine post operative visits)	6.00
ALVEOLAR OR GINGIVAL RECONSTRUCTION		
256	Alveoplasty with ridge extension, per arch	42.00
258	Removal of mandibular tori per quadrant	35.00
259	Excision of hyper plastic tissue per arch	32.00
CYSTS AND NEOPLASMS		
260	Intra-oral incision and drainage of abscess	10.00
261	Extra-oral incision and drainage of abscess	15.00
262	Excision pericoronal gingiva	10.00
263	Sialolithotomy: removal of salivary calculus, intra-orally	33.00
264	Sialolithotomy: removal of salivary calculus, extra-orally	100.00

Proc. No.	Procedures	Full Value
265	Closure of salivary fistula	$ 60.00
266	Dilation of salivary duct	17.00
270	Resection of benign tumor of soft tissue (2.5 cm or larger)	25.00
276	Transplantation of tooth or tooth bud	70.00
278	Maxillary sinusotomy for removal of tooth fragment or foreign body	65.00
279	Closure of oral fistula of maxillary sinus	40.00
280	Excision of cyst, small	25.00
281	Excision of cyst, large (2.5 cm or larger)	75.00
282	Sequestrectomy for osteomyelitis or bone abscess superficial	20.00
285	Condylectomy of temporomandibular joint	300.00
289	Meniscectomy of temporomandibular joint	250.00
	MISCELLANEOUS	
290	Incision and removal of foreign body from soft tissue	10.00
291	Frenectomy	25.00
293	Crown exposure for orthodontia	15.00
294	Injection of sclerosing agent into temporomandibular joint	30.00
295	Treatment trigiminal neuralgia by injection into second and third division	34.00
296	Peripheral nerve block, branches of 5th cranial	6.00
	ANESTHESIA	
400	Anesthesia: General	15.00
	PERIDONTICS	
	Special consultation fee (paid to specialist for case presentation when preliminary diagnostic procedures (films, models, etc.) have been performed by general dentist)	10.00
	Prophylaxis (includes scaling and polishing.....See Procedure #050	
451	Emergency treatment (periodontal abscess, acute periodontitis, etc.)	10.00
452	Subgingival curretage, root planing	12.00
453	Correction of occlusion	12.00
	ENDODONTICS	
	Special consultation fee (paid to specialist for case presentation when diagnostic procedures have been performed by general dentist)	10.00
500	Pulp capping	6.00
501	Therapeutic pulpotomy (in addition to restoration, per treatment)	6.00
502	Vital Pulpotomy	12.00
503	Remineralization (Caoh, temporary restoration) per tooth	10.00
	ROOT CANALS	
510	Culturing canal	7.00
511	Single rooted canal therapy	45.00

Proc. No.	Procedures	Full Value
512	Bi-rooted tooth canal therapy	$ 60.00
513	Tri-rooted tooth canal therapy	75.00
530	Apioectomy (including filling of root canal)	50.00
531	Apioectomy (separate procedure)	35.00
	Fees do not include final restoration, necessary roentgenograms in addition to above allowance	

RESTORATIVE DENTISTRY

Amalgam Restorations Primary Teeth

600	Cavities involving one tooth surface	6.00
601	Cavities involving two tooth surfaces	9.00
602	Cavities involving three or more tooth surfaces	12.00

Amalgam Restorations Permanent Teeth

611	Cavities involving one tooth surface	9.00
612	Cavities involving two tooth surfaces	12.00
613	Cavities involving three or more tooth surfaces	16.00

Gold Restorations

635	One tooth surface	30.00
636	Two tooth surfaces	40.00
637	Three or more tooth surfaces	50.00
638	Onlays per tooth extra	10.00

Silicate, Acrylic, Plastic Restorations

640	Silicate cement filling	9.00
645	Acrylic or plastic filling	11.00

RESTORATIVE DENTISTRY UNDER GENERAL ANESTHESIA

(Special cases only)

649	Long term operative cases performed under General Anesthesia on hourly basis	
	--One Hour duration from beginning to end	75.00
	--Two and one half hours, maximum	150.00
	--Three and one half hours, maximum	175.00
	--Four or more hours	200.00
	The above includes all operative procedures, extractions, pulpotomies, necessary treatments, stannous flouride and oral prophylaxis.	

CROWNS AND BRIDGES

Crowns:

650	Acrylic	70.00
651	Acrylic with metal	80.00
652	Porcelain	75.00

Proc. No.	Procedures	Full Value
653	Porcelain with metal	$100.00
663	3/4 Gold	60.00
670	Stainless Steel (primary)	17.00
671	Stainless Steel (permanent)	20.00
672	Gold dowel pin	10.00

BRIDGE ABUTMENTS: See Crowns and Inlays

Pontics:

680	Cast gold (sanitary)	40.00
681	Steele's facing	45.00
682	Tru-Pontic Type	55.00
682	Porcelain baked to gold	80.00
682	Plastic processed to gold	55.00

REMOVABLE (Unilateral Bridges)

683	One piece casting, gold or chrome cobalt alloy clasp attachment (all types) per unit - including pontics	20.00
	Recementation:	
685	Inlay	5.00
686	Crown	5.00
687	Bridge	8.00

PROSTHETICS

	Dentures, partial dentures and relines (fees include adjustments for six month period following installation)	
700	Complete maxillary denture	$200.00
700	Complete mandibular denture	200.00
702	Partial acrylic upper or lower with gold or chrome cobalt alloy clasps - base fee	75.00
	Teeth and clasps extra per unit	5.00
703	Partial lower or upper with chrome cobalt alloy lingual or palatal bar and acrylic saddles - base fee	162.50
	Teeth and clasps extra per unit	5.00
	Simple stress breakers - extra	14.00
706	Stayplate - base fee	30.00
	Teeth and clasp - extra per unit	3.00
707	Immediate surgical splint	70.00
721	Office reline - cold cure - acrylic	15.00
722	Denture reline	37.50
723	Special tissue conditioning, per denture, in addition to reline	15.00
724	Denture duplication (jump case) per denture	55.00

Repairs, dentures, acrylic

793	First tooth	30.00
794	First tooth with clasp	35.00
795	Each additional tooth and clasp	7.50

Proc. No.	Procedures	Full Value
	SPACE MAINTAINERS - Fee includes all adjustments within six months following installation:	
800	Fixed space maintainer (band type)	$ 35.00
	REMOVABLE ACRYLIC SPACE MAINTAINER	
801	With stainless steel round wire rest only	40.00
802	Stainless steel clasps and/or activating wires, in addition per wire or clasp	5.00
803	Study models	5.00
821	Office visit for observation, adjustment and activation per visit	4.00

PROCEDURES COVERED ELSEWHERE UNDER GROUP BASIC
(SEE PARAGRAPH 1(D)(1) OF EXHIBIT B)
HEALTH INSURANCE

IMPACTED TEETH (enclose film)

230 Removal of tooth (soft tissue)
231 Removal of tooth partially bony)

ALVEOLAR OR GINGIVAL RECONSTRUCTION

250 Alveolectomy (edentulous) per quadrant
252 Alveolectomy (in addition to removal of teeth) per quadrant

PERIODONTICS

472 Gingivectomy per quadrant (including post surgical visits)
473 Gingivectomy, osseous or muco-gingival surgery per quadrant (includes post surgical visits)
474 Gingivectomy, treatment per tooth (fewer than six teeth)

FRACTURES AND DISLOCATIONS

900 Treatment of simple fracture of the maxilla, open reduction
901 Treatment of simple fracture of the maxilla, closed reduction
902 Treatment of simple fracture of the mandible, open reduction
903 Treatment of simple fracture of the mandible, closed reduction
904 Treatment of compound or comminuted fracture of the maxilla, closed reduction
905 Treatment of compound or comminuted fracture of the maxilla, open reduction
906 Treatment of compound or comminuted fracture of the mandible, closed reduction
907 Treatment of compound or comminuted fracture of the mandible, open reduction
910 Treatment of luxation (dislocation) of the mandible (uncomplicated)
911 Treatment of condylar fracture, open reduction

Proc. No.	Procedures	Full Value
912	Treatment of condylar fracture, closed reduction	
913	Reduction of dislocation of temporomandibular joint	
915	Treatment of malar fracture, simple, closed reduction	
916	Treatment of malar fracture, simple or compound depressed, open reduction	

PROCEDURES THAT ARE EXCLUDED

VISITS AND EXAMINATIONS

020 Office visit for treatment and observation of injuries to teeth and supporting structure, other than for routine operative procedures (Regular office hours)

040 Special consultation fee (by specialist for case presentation when diagnostic procedures have been performed by general dentist)

EXTRACTIONS

220 Post-operative visit (sutures and complications)

CROWNS AND BRIDGES

660 Gold (full)

REMOVABLE ACRYLIC SPACE MAINTAINER

820 Office visit for observation, adjustment and activation per visit (see 020)

810 Removable inhibiting appliance to correct thumbsucking

832 Fixed or cemented inhibiting appliance to correct thumbsucking

Any procedure not listed in this Schedule 1 or that is specifically excluded from this Schedule 1 that is otherwise covered under the Group Basic Health Insurance shall be eligible for payment in accordance with the terms of the Group Basic Health Insurance.

* * *

Exhibit C

Outline of Weekly Disability Benefits

pp. C-1 to C-2

omitted

* * *

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

----------x

In the Matter of the Application of

TARGET ROCK CORPORATION,

Petitioner,

For a Judgment Staying the Arbitration Commenced by LOCAL 431, INTERNATIONAL UNION OF ELECTRICAL, RADIO AND MACHINE WORKERS, AFL-CIO,

Respondent.

AFFIDAVIT

76 Civ. 2127
(JUDGE PRATT)

----------x

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

DANIEL M. PATTARINI, being duly sworn, deposes and says:

1. I am the Vice President, Engineering, for TARGET ROCK CORPORATION (TRC), petitioner herein, and have been employed by them for approximately 26 years.

2. During the negotiations for the 1975 collective bargaining agreement between Petitioner and Respondent, I participated in some of the negotiations for TRC with Respondent. I was present at the tenth meeting between the parties, which was conducted on Friday, May 2, 1975. It was at this meeting that major medical insurance coverage was raised by Local 431, for the first time, as an issue in negotiations. TRC indicated it would be willing to consider adding major medical coverage as

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part of the group insurance agreement if that would settle the strike and conclude negotiations. The Company explained that such coverage would be provided through the Curtiss-Wright Corporation group insurance coverage made available to TRC, and such major medical benefits were generally described. The details of major medical coverage were not provided to the union and an agreement was eventually concluded with the understanding that major medical coverage would be added to the group insurance agreement in accordance with the Curtiss-Wright insurance plan. This agreement is reflected in the 1975 revised group insurance agreement which has been presented to Local 431 for execution.

/s/ Daniel M. Pattarini
DANIEL M. PATTARINI

Sworn to before me this
25th day of January, 1977.

/s/ Donald Butz

Notary Public State of New York
No. 30-5557765
Qualified in Nassau County
Commission Expires March 30, 1978

LAW OFFICES
RAINS
POGREBIN & SCHER

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

In the Matter of the Application of		
TARGET ROCK CORPORATION,	:	
Petitioner,	:	AFFIDAVIT
For a Judgment Staying the Arbitration Commenced by LOCAL 431, INTERNATIONAL UNION OF ELECTRICAL, RADIO AND MACHINE WORKERS, AFL-CIO,	:	76 Civ. 2127
	:	(JUDGE PRATT)
Respondent.	:	

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

EDWARD FITZPATRICK, being duly sworn, deposes and says:

1. I am the operations manager of Target Rock Corporation (TRC), petitioner herein, and have full personal knowledge of all matters hereinafter set forth.

2. I have been employed by TRC for fifteen years, and I have been a member of the TRC negotiating committee for all of its negotiations with Respondent, Local 431, International Union of Electrical, Radio and Machine Workers, AFL-CIO.

3. Before Local 431 was certified by the National Labor Relations Board as the representative of certain employees of TRC, no union represented any of TRC's employees. During this time,

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prior to any union representation, TRC provided its employees with health insurance, life insurance, accidental death and dismemberment insurance and disability insurance in accordance with group insurance plans maintained by TRC through its own insurance carrier. Copies of the descriptions of these plans, which were in effect prior to certification of Local 431 as the representative of certain TRC employees, are attached hereto as Exhibit "A-1" and "A-2".

4. On or about July 29, 1968, Local 431 was certified as the representative of certain TRC employees by the National Labor Relations Board, and thereafter negotiations commenced for an initial collective bargaining agreement which was eventually concluded on or about January 28, 1969.

5. During the course of the bargaining for the first contract between Petitioner and Respondent, Local 431 proposed improved health insurance coverage under a plan which they maintained. The Company responded by presenting the union with a general outline of its own improved plan and Local 431 readily accepted TRC's plan as superior to the one which they had proposed and there was very little further discussion concerning health insurance during the initial contract bargaining. The

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improved benefits in the Company's proposal were attributable to the fact that TRC became part of the overall Curtiss-Wright Corporation group health insurance plan which covered a number of Curtiss-Wright's subsidiary corporations like TRC. The improved plan was, again, discussed generally and it was made clear to Local 431 that the improved benefits were part and parcel of the Curtiss-Wright coverage which was going to be made available to TRC. This required TRC dropping its own plan and moving under the Curtiss-Wright umbrella with the Curtiss-Wright insurance carrier. Among the improvements realized by the TRC employees as a result of the switch was a prescription reimbursement plan, the details of which were not set out until after negotiations for the collective bargaining agreement had been negotiated. Following the negotiation and settlement of the collective bargaining agreement, a separate agreement covering insurance benefits was prepared and executed. It was prepared separate and apart from the collective bargaining agreement and it was executed separately and is attached hereto as Exhibit "B". The term of both the group insurance agreement and the collective bargaining agreement was January 28, 1969 through January 26, 1971; there was no reference whatsoever to insurance benefits in the collective bargaining agreement.

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6. During the bargaining for the 1971 collective bargaining agreement, there was some improvement in the life and disability benefit provisions of the insurance agreement. In addition, dental insurance was added to the group insurance plan. There was no discussion whatsoever of the details of the additional insurance to be provided under the dental plan; the discussion was simply limited to whether or not there would be dental insurance coverage. The union accepted the Company's proposal to add dental insurance coverage and, as with the prior agreement, waited to receive the details in the revised group insurance agreement subsequent to the bargaining. A copy of the revised insurance agreement entered into on January 27, 1971 is attached hereto as Exhibit "C". The term of the agreement was January 27, 1971 through March 8, 1973. The term of the collective bargaining agreement during this period was March 9, 1971 through March 8, 1973; there was again no reference whatsoever to insurance benefits in the collective bargaining agreement.

7. In the bargaining for the 1973 agreement, there was no change in the insurance benefits and a separate agreement was again executed to indicate that the existing level of benefits would be maintained during the term of the collective bargaining agreement, which was March 8, 1973 through March 8, 1975.

A copy of the separate agreement concerning health benefits is attached hereto as Exhibit "D". Once again, there was no reference or mention whatsoever of insurance benefits in the collective bargaining agreement.

8. During the bargaining for the 1975 agreement, Local 431 initially had no proposal concerning the addition of major medical coverage to the group insurance agreement. A proposal concerning major medical coverage was first made at the tenth meeting between the parties, conducted on Friday, May 2, 1975, after a negotiated settlement reached by the two negotiating committees at an earlier bargaining session had been rejected by the union membership. The discussion concerning major medical benefits was of a general nature. The company indicated it would be willing to consider adding major medical coverage to the group insurance agreement if that would settle the strike and conclude the negotiations then in progress. In response to requests from Local 431 for specific details, TRC advised that there was no written plan which could be given to Local 431 at that time but that major medical coverage would be comparable to that enjoyed by other Curtiss-Wright Corporation subsidiaries. The highlights of the Curtiss-Wright coverage were outlined and were accepted by Local 431 as part of the overall settlement. As in the past,

although the level of insurance benefit coverage had been discussed during negotiations, the improvements agreed on were to be incorporated into the group insurance agreement which was a separate document distinct from the collective bargaining agreement. The negotiated improvements were included in the revised group insurance agreement and same was forwarded, according to prior practice, to Local 431 for execution.

9. Upon presentation of the revised group insurance agreement to Local 431, a copy of which is set forth as Exhibit "E" of Respondent's answer, Local 431 asserted that the revised group insurance agreement did not embrace the terms agreed on during negotiations. A grievance concerning this dispute was filed and is attached hereto as Exhibit "E". This is the first grievance ever filed by Local 431 concerning insurance coverage. Contrary to the assertions of Respondent in its pleadings and affidavits, there has never before been a grievance filed by the union concerning insurance benefits.

10. The nub of the dispute is Local 431's claim that the insurance agreement does not provide the benefits it feels were agreed upon. They would have us rewrite the agreement to conform to their understanding of the benefits to be provided. There is no dispute concerning the interpretation or application of the

insurance agreement. The major medical coverage set forth in the revised insurance agreement is comparable to the major medical coverage provided to all sixteen Curtiss-Wright subsidiaries, and is in accordance with the general outline of major medical coverage provided by TRC during the negotiations. The term of both the current collective bargaining agreement and the group insurance agreement is May 6, 1975 through May 5, 1978. Once again there is absolutely no mention of or reference to insurance benefits in the current collective bargaining agreement, which is annexed to Respondent's answer as Exhibit "C".

EDWARD FITZPATRICK

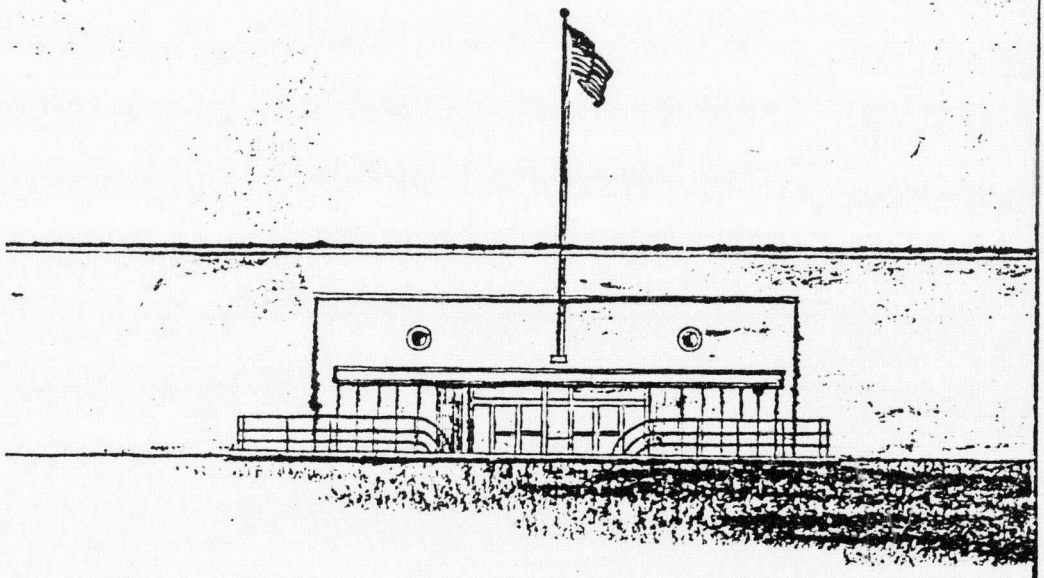
Sworn to before me this
25th day of January, 1977.

DONALD BUTZ
Notary Public, State of New York
No. 30-5557765
Qualified in Nassau County
Commission Expires March 30, 1978

YOUR INSURANCE

as an employee of the

CURTISS-WRIGHT
CORPORATION



TARGET ROCK CORPORATION

March 1, 1966

BLUE PLAN

of HOSPITAL

SURGICAL

HOSPITAL MEDICAL

INSURANCE

CURTISS-WRIGHT
CORPORATION

A74

1. *Hospital room charges*

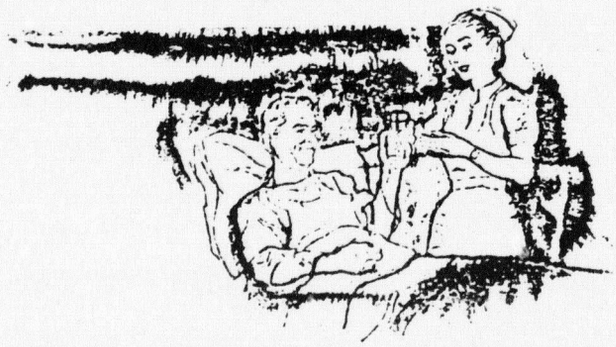
2. *Other hospital charges*

3. *Maternity benefits*

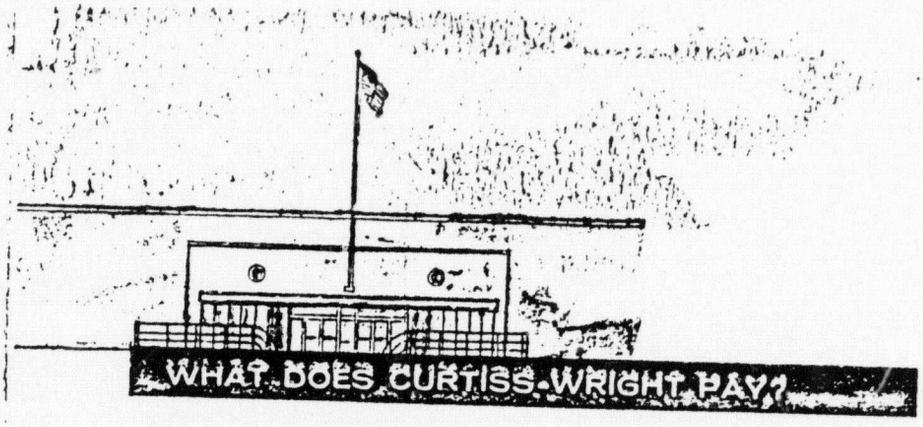
4. *Surgical benefits*

5. *Hospital-medical benefits*

$24. Daily room benefits for employees $24. Daily room benefits for dependents	*page* 8, 9
$1200. for employees $1200. for dependents	*page* 10
$250. Hospital benefit for employees and dependents plus obstetrical benefits included in the surgical Benefits Schedule.	*page* 11
$400. Schedule for employees $400. Schedule for dependents	*page* 12, 16 18
$6. Daily for Doctors visits at the Hospital for employee $6. Daily for Doctors visits at the Hospital for dependents	*page* 13



A76



CURTISS-WRIGHT ASSUMES THE

ENTIRE COST OF

THE PROGRAM.

WHAT DO WE PAY?

THE EMPLOYEE IS NOT

REQUIRED TO MAKE ANY

CONTRIBUTION FOR HIS

BENEFITS, OR THOSE

OF HIS DEPENDENTS.

How do we join

THE PLAN

WHO MAY BE INSURED

If you are hired as a full-time employee in a group of employees which has been designated as covered by this Program, you will become insured when you complete 30 days of continuous service.

* * * * * *

If you are not actively at work on the day your insurance would otherwise become effective, you (and your dependents, where eligible), will become insured on the day you return to active work.

HOW TO ENROLL

To enroll under the Plan, all you need to do is sign the enrollment cards and give all the information requested. If you have dependents who may be insured, you should enroll for yourself and all your dependents.

MEDICAL EXAMINATION

No medical examination will be required.

A79

WHO ARE DEPENDENTS?

For Hospital-Surgical-Medical Insurance purposes "dependent" shall mean the spouse; or any unmarried children of an employee excluding:

A. Children 19 or more years of age; except that unmarried children up to 21 years of age are included provided they are attending school full time and are living at home during school vacation;

B. The spouse of the employee, if legally separated from the employee; and

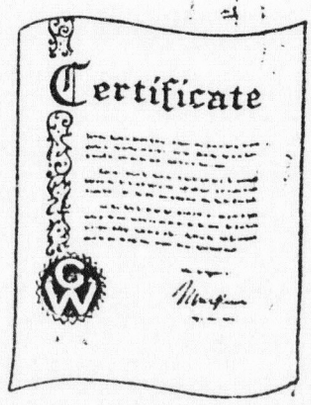
C. The spouse and any children who are eligible for benefits under the policy as an employee, or who are entitled to benefits under the extension of benefits provision of insurance for employees.

"Children" includes the employee's children, stepchildren, legally adopted and foster children provided they are dependent upon the employee for support and maintenance and have been reported to the policyholder for this insurance.

No one may be insured as a dependent and also as an employee.

Certificates of Insurance

You will receive individual certificates setting forth in greater detail the benefits to which you are entitled. The complete terms and conditions governing the insurance are those set forth in the Master Group Insurance Policies issued to the Curtiss-Wright Corporation.



Benefit

Hospital Room and Board

These benefits will be paid for confinement in a legally constituted hospital, approved by a licensed medical Doctor, as the result of a non-occupational accident or sickness for which you are not entitled to benefits under any Workmen's Compensation Law:

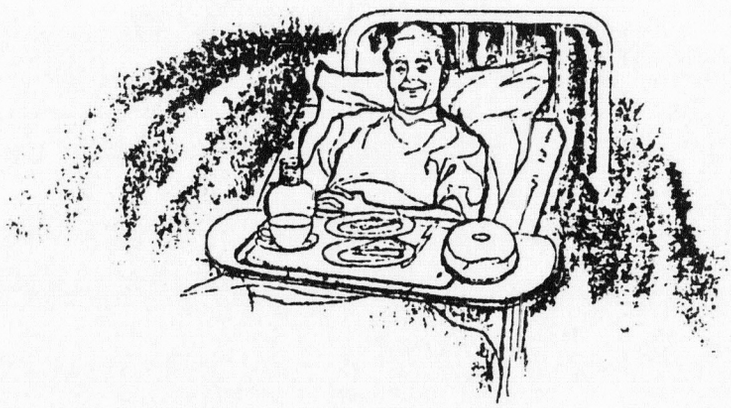
For you — Up to $24. per day, for not more than 365 days of hospital charges actually incurred by the employee during any one confinement.

For Your Dependent — Up to $24. per day, for not more than 365 days, of hospital charges actually incurred by the Dependent during any one confinement.

Benefits for confinement due to pregnancy, resulting childbirth or miscarriage are outlined on page 11.

A81

HOSPITAL ROOM CHARGES



"Hospital confinement" for the purposes of this insurance is one for which a hospital room charge is made by the hospital.

Successive periods of hospital confinement shall be considered one period of hospital confinement unless subsequent confinement commences after return to active work on full time and after recovery from the injury or sickness causing the previous confinement, or unless the subsequent confinement is due to causes entirely unrelated to the causes of the previous confinement.

Benefit

OTHER HOSPITAL CHARGES

Maximum amount available

For You	$1200.
For Your Dependent	$1200.

If you or your dependents are confined in a legally constituted hospital as a result of an accident or sickness in addition to the charges incurred for room and board, you will be paid the amount charged for the following services, up to the amount indicated above:

1. Medical care and treatment provided by the hospital; for example, administration of anaesthesia, operating room, X-rays, surgical dressings, medicines, drugs, etc. Charges for professional services, such as private nursing care and doctor's visits are not included.

2. Administration of anaesthesia by any licensed medical doctor.

3. Ambulance provided by the hospital or any other professional ambulance service to and from the hospital.

EMERGENCIES

If charges for the services described above are incurred in a legally constituted hospital as the result of accidental bodily injury which does not result in a hospital charge for room and board, such charges will be paid subject to the maximum amount available.

X-Ray charges incurred as a result of, and within 24 hours after accidental bodily injury will be paid subject to the maximum amount available, whether or not incurred in a hospital.

These benefits do not apply in connection with pregnancy, resulting childbirth or miscarriage. For maternity benefits, see page 11.

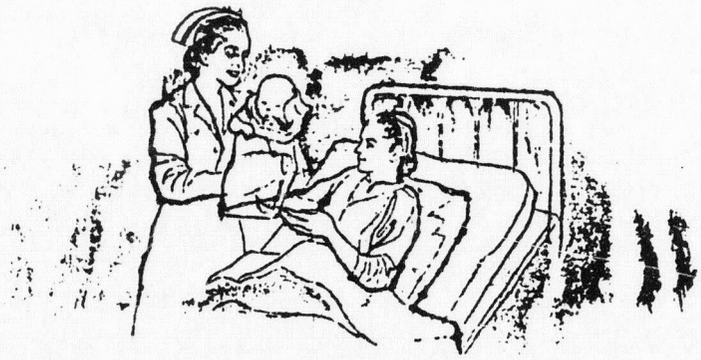
A83

Benefit

MATERNITY BENEFITS

Maximum amount available

For You	$250.
For Your Dependent	$250.



Benefits up to $250.00 will be paid for room and board (up to $24. daily limit) and all other hospital charges actually incurred except those for special nursing services, for all hospital confinements due to any one pregnancy, including resulting childbirth or miscarriage.

There will be a waiting period of nine months from the date of employment (eight months in the insurance plan) in order to qualify for maternity benefits.

In addition, obstetrical benefits are available as outlined in the Surgical Benefits Schedule on page 18 under "OBSTETRICAL".

A84

Benefit

SURGICAL EXPENSE BENEFITS

For You	$400.
For Your Dependent	$400.

The surgical fees actually incurred by you or by your dependent will be paid up to an amount specified in the Schedule on pages 16, 17 and 18, subject to a maximum, for all operations performed during one period of disability, of the amount of the maximum Surgical Expense Benefit.

Successive operations shall be considered to have been performed during one period of disability unless the subsequent operation is performed after return to work on full time and after recovery from the injury or sickness causing the previous operation, or unless the subsequent operation is due to causes entirely unrelated to the causes of the previous operation.

A85

Benefit
NO 5

IN-HOSPITAL MEDICAL EXPENSE BENEFITS

Maximum amount available

The following benefits will be paid for visits by a licensed medical Doctor during confinement in a legally constituted hospital because of accidental bodily injury or sickness.

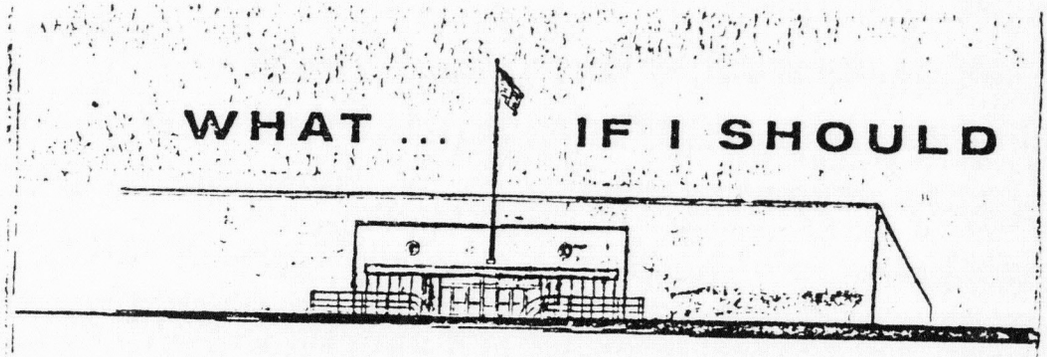
For You	$6. per day maximum
For Your Dependent	$6. per day maximum

The maximum amount payable for any one confinement will be 31 days times the maximum daily accumulation.

These benefits are not payable for a physician's services in connection with pregnancy, including resulting childbirth or miscarriage, nor for medical expenses incurred during any hospital confinement during which the employee undergoes a surgical operation. These benefits will only be paid for medical expense incurred during a hospital confinement for which a hospital room charge is made.

Successive period of hospital confinement will be considered one period of confinement unless subsequent confinement commences after return to active work on full time and after recovery from the injury or sickness causing the previous confinement, or unless the subsequent confinement is due to causes entirely unrelated to the causes of the previous confinement.

A86



HOSPITAL-

SURGICAL-

MEDICAL-

INSURANCE

TERMINATION OF INSURANCE

All your insurance will terminate if your employment terminates (except as indicated in "Change to an Individual Policy" below), or if the Group Policy terminates. In cases of lay-off, however, your Hospital-Surgical-Medical Insurance may continue for 28 days from the date of such layoff.

CHANGE TO AN INDIVIDUAL POLICY

If you should leave the Company, causing your Group Hospital-Surgical-Medical coverage to terminate, you may take out one of the individual policies customarily issued by Liberty Mutual, without physical examination, by applying within thirty-one days in accordance with the terms outlined in the Certificate of Insurance. If at the time you leave the Company you are eligible under the Federal Social Security Act Medicare Program, then this privilege of conversion will be available to your spouse and/or other dependent(s) who are not then eligible under the Federal Social Security Act Medicare Program. Any waiting period for maternity-obstetrical benefits accrued under your Group Insurance coverage will not apply to an individual policy. This will not, however, affect any benefit rights that you may have under "Extension of Insurance" after termination of employment.

A87

LEAVE CURTISS-WRIGHT

EXTENSION OF INSURANCE

If you or your dependent, for causes other than pregnancy, becomes confined in a hospital or undergoes a surgical operation during the 3 months immediately following the termination of insurance, such confinement or operation will be considered as the basis for a claim, provided that:

A the confinement or operation was the result of an accident or sickness which disabled you or your dependent before insurance terminated; and

B you or your dependent was totally disabled by the injury or sickness when insurance terminated and remained continuously so disabled until confined or operated upon.

Hospital confinement and obstetrical operations for childbirth or miscarriage, will also be recognized as the basis for a claim under the policy if the confinement commences or the operation is performed within nine months after the termination of insurance, provided that:

A the confinement or operation would result in a valid claim were the insurance in force at the time of such confinement or operation;

B the confinement or operation was the result of a pregnancy which is medically determined to have commenced prior to termination of insurance;

C your dependent was at the time of the confinement a "dependent" as defined in the policy; and

D you have been a protected person for a period of eight months prior to termination of insurance.

A88

SCHEDULE OF SURGICAL

The maximum Benefit payable for any surgical procedure or cutting operations specified in this schedule shall be as follows:

	Employee and Dependent Benefit
ABDOMEN	
Cutting into abdominal cavity for diagnosis or treatment of organs therein (unless otherwise specified in this schedule)	$270.00
AMPUTATION OF	
Thigh	270.00
Leg, entire foot, arm, forearm or entire hand	140.00
Thumb, finger or toe (one or more phalanges)	30.00
APPENDIX—See Abdomen.	
BLOOD TRANSFUSIONS (each, but not more than 6 for one underlying condition)	
Recipient of	70.00
BREAST	
Amputation	270.00
CANCER—See Tumors.	
CHEST	
Complete thoracoplasty, or removal of portion of lung	400.00
Other cutting into thoracic cavity for diagnosis or treatment (Tapping excepted)	110.00
Bronchoscopy for drainage, biopsy or removal of foreign body or obstruction.	100.00
Initial induction of artificial pneumothorax	70.00
CHILDBIRTH—See Obstetrical.	
DISLOCATION. Reduction of hip or knee joint (semilunar cartilage excepted)	100.00
Shoulder, elbow or ankle joint	70.00
Lower jaw or wrist joint ..	40.00
Collar bone or bones of hand or foot (except phalangeal joints) ..... *For dislocations requiring an open operation the maximum amount payable will be twice the applicable amount shown above.*	$ 30.00
EXCISION OR FIXATION BY CUTTING	
Shoulder, hip or sacro-iliac joint	270.00
Knee joint	200.00
Elbow, wrist or ankle joint.	140.00
Diseased portion of bone, including curettage (alveolar processes excepted and amputation excepted)	140.00
Exostosis—hand or foot ...	70.00
EAR, NOSE AND THROAT	
Mastoidectomy:	
One Side	200.00
Both Sides	270.00
Removal of tonsils, or tonsils and adenoids	70.00
Sinus operation by cutting (puncture of antrum excepted)	100.00
Puncture of antrum	20.00
Submucous resection of nasal septum	100.00
Tracheotomy	100.00
Removal of nasal polyps ...	20.00
Any other cutting operation, electro-coagulation and electro-desiccation included (tapping excepted)	30.00
EYE	
Removal of cataract	200.00
Any cutting operation into the eyeball (through the cornea or sclera)	140.00

A89

BENEFITS (Including Obstetrical Benefits)

	Employee and Dependent Benefit
Any cutting operation on eye muscles for strabismus ..	$140.00
Removal of eyeball	100.00
Any other cutting operation on eyeball	60.00
FRACTURE: Treatment of	
Thigh, leg, kneecap, upper arm, vertebra or vertebrae, or pelvis (coccyx and vertebral processes excepted)	140.00
Jaw (alveolar processes excepted), skull, collar bone, shoulder blade or forearm	70.00
Wrist, hand, ankle, foot or sternum	40.00
Thumb, fingers, or toes, one or more	30.00
Nose, rib or ribs	30.00
The amounts shown above are for simple or multiple fractures. For compound fractures the maximum amount payable will be one and one-half times the amount shown above for the corresponding simple or multiple fractures. For fractures requiring open operations, the maximum amount payable will be twice the amount shown above for the corresponding simple or multiple fractures.	
GENITO-URINARY TRACT	
Removal of kidney	400.00
Cutting into or fixation of kidney	270.00
Removal of tumors or stones in kidney, ureter or bladder:	
By open operations ...	270.00
by crushing, electrocauterization, or endoscopic means	70.00
Stricture of urethra:	
Open operation	140.00
Intra-urethral cutting operation	70.00
Removal of entire prostate by open operation (complete procedure)	400.00
Removal of part of prostate:	
By endoscopic means ...	110.00
By cutting operation	200.00

	Employee and Dependent Benefit
Circumcision	$ 40.00
Varicocele, cutting operation on	70.00
Hydrocele, excision, or incision and treatment of sac (Tapping excepted) .	70.00
Orchidectomy or epididymectomy	100.00
Complete removal of uterus, tubes and ovaries	400.00
Other operations on uterus and its appendages:	
Cutting operations with abdominal approach...	270.00
Cutting operation without abdominal approach (unless otherwise specified in the schedule) ..	140.00
Dilatation and curettage (non-puerperal)	70.00
Conization (complete procedure)	70.00
Electrocauterization	30.00
Removal of polyps	20.00
GOITRE	
Thyroidectomy (complete procedure, including ligation of thyroid arteries to be treated as one operation)	400.00
Ligation of thyroid arteries not followed by thyroidectomy:	
One or more at one operation	140.00
Two or more stage operation	200.00
(Complete procedure to be treated as one operation)	
HERNIA, Cutting operation for radical cure.	
Single hernia	140.00
More than one hernia	200.00
INCISION AND DRAINAGE (furuncles excepted)	
Requiring hospital residence	70.00
Not requiring hospital residence	30.00

A90

	Employee and Dependent Benefit
JOINT, Incision into (tapping excepted)	$ 70.00
LIGAMENTS AND TENDONS	
Cutting operation	70.00
Suturing of tendons: single	70.00
multiple	110.00
MASTOID—See Ear, Nose and Throat.	
MATERNITY—See Obstetrical.	
OBSTETRICAL	
Delivery of child or children	140.00
Caesarean section, including delivery	270.00
Abdominal operation for extra-uterine pregnancy .	270.00
Dilatation and curettage for miscarriage	70.00
PARACENTESIS. Tapping of	
Abdomen, chest, or bladder (other than catheterization)	30.00
Ear-drum, hydrocele, joint or spine	30.00
RECTUM	
Cutting operation or injection treatment for radical cure of hemorrhoids (complete procedure)	
External	40.00
Internal, or external and internal	70.00
Cutting operation for prolapsed rectum or fistula in ano	70.00
Any other cutting operation electro-coagulation and electro-desiccation included	30.00

	Employee and Dependent Benefit
SKULL	
Cutting into cranial cavity (drill taps excepted) ...	$400.00
Drill taps	70.00
SPINE OR SPINAL CORD	
Operation with removal of portion of vertebra or vertebrae (coccyx and vertebral processes excepted)	400.00
Removal of part or all of coccyx, or of vertebral processes	140.00
TAPPING—See Paracentesis.	
THYROID—See Goitre.	
TONSILS AND ADENOIDS—See Ear, Nose and Throat.	
TUMORS	
Cutting operation for removal of one or more:	
Malignant tumors, except those of face, lip or skin.	270.00
Malignant tumors of face, lip or skin	70.00
Pilonidal or dermoid cysts requiring hospital residence	100.00
Pilonidal or dermoid cysts not requiring hospital residence	30.00
Other cysts or benign tumors requiring hospital residence	70.00
Other cysts or benign tumors not requiring hospital residence	20.00
VARICOSE VEINS, Cutting operation or injection treatment (complete procedure on all veins)	80.00

The Insurance Company will pay a benefit for any cutting operation not listed in the above Schedule, the amount of the payment to be determined by the amount payable for a comparable scheduled operation.

A91

Hospital-Surgical-Medical Insurances are
Underwritten By:

THE LIBERTY MUTUAL INSURANCE COMPANY
Boston, Massachusetts

You may arrange to have Liberty Mutual pay your benefits direct to the hospital, if you should choose.

At your request, the Group Insurance Office will give you a "Group Hospital Insurance Form" which will certify to the hospital the benefits to which you are entitled. When signed by you, this form will authorize the Insurance Company to pay the hospital direct, thus relieving you of payment to the extent of your benefits.

If you are in a position to anticipate a hospital stay, you may request this form up to 7 days before you enter the hospital. In a maternity case, you may request the form at any time when you have met the eligibility requirements.

HOW TO REPORT A CLAIM

1. Call at the Group Insurance Office to secure claim forms furnished by the insurance company. In cases of emergency, notify the Office of your disability at the earliest opportunity and claim forms will be sent to you.

2. Make certain that all questions to be completed by you on the claim form are fully answered.

3. Have your physician complete the claim form.

4. Return completed claim form to the Group Insurance Office.

YOUR PLAN OF GROUP

Life

Accidental Death & Dismemberment

Weekly Disability Benefits

INSURANCE

Target Rock Corporation

a Subsidiary of

Curtiss-Wright Corporation

March 1, 1966

A94

Here is the SCHEDULE of AMOUNTS of INSURANCE

Benefits Provided at No Cost to Employees	
Life Insurance:	$6,000
Accidental Death & Dismemberment Insurance	$3,000

A95

Contributory Benefits (if you enroll)

Basic Weekly Earnings*	Life Insurance	Weekly Disability Benefits	Employee's Monthly Contribution
$ 60 but less than $ 65	$4,000	$42.00	$3.92
65 but less than 70	4,000	45.00	4.05
70 but less than 75	4,000	48.00	4.18
75 but less than 80	4,000	51.00	4.31
80 but less than 90	4,000	54.00	4.31
90 but less than 100	6,500	60.00	5.81
100 but less than 110	6,500	66.00	5.81
110 but less than 150	6,500	70.00	5.81
150 but less than $10,000 annually	9,000	70.00	7.31

*For non-exempt payroll employees, the term "basic weekly earnings" means only the employee's basic weekly pay rate for straight time, and shall not include additional compensation of any kind which is paid or may become payable at any time.

For exempt payroll salaried employees, the term "basic weekly earnings" means one-half of the employee's basic biweekly pay rate, and shall not include additional compensation of any kind which is paid or may become payable at any time.

When you become INSURED

Non-Contributory Insurance

If you are hired as a full-time employee in a group of employees which has been designated as covered by this Plan, you will become automatically insured for the non-contributory insurance when you complete 30 days of continuous employment. No medical examination will be required.

Contributory Insurance

You will be insured for contributory insurance on the first day you are at work after you are employed, provided you enroll for such insurance within 30 days thereafter.

No medical examination will be required if you enroll promptly. If you delay more than 30 days after the date you first could have become insured, you will be required to furnish evidence of insurability satisfactory to the insurance company, and your insurance will not become effective until the first of the month following acceptance of such evidence by the insurance company.

A97

Actively At Work Requirement

Should you not be actively at work on the day you would ordinarily become insured, the effective date of your insurance will be deferred until you return to active work.

A98

Your LIFE INSURANCE

Amount

Maximum Payable: $6,000 plus Contributory Life Insurance

Your beneficiary receives the amount of your life insurance in the event of your death from any cause. Your amount of contributory life insurance, if you enroll, will be determined at all times by your earnings classification as indicated in the Schedule of Amounts. Should you not be actively at work at the time of a change in your earnings classification, the change in your amount of contributory life insurance will become effective upon your return to active work.

Beneficiary

You may name any beneficiary you wish and you may change your beneficiary at any time, by completing an insurance company form available through your Personnel Department.

Total & Permanent Disability Benefit

If while you are insured and less than 60 years of age, you become totally and permanently disabled—so that you will be unable to work during the remainder of your lifetime, further premiums will be waived from the date the insurance company receives due proof satisfactory to it that you are so disabled; and

Either:

The amount of your life insurance then in effect will remain in effect as long as the insurance company determines that you continue to be so disabled;

Or:

You may elect to receive payment of the amount of your insurance then in effect in 50 equal monthly installments of $20 for each $1,000 of your insurance (with interest added to each installment), beginning with the month following the latest of (1) the date the insurance company received due proof you are so disabled; (2) the date you are so disabled for six months; and (3) the date your benefits cease to be payable under any weekly sickness or accident plan to which Curtiss-Wright contributed.

If you should die while totally and permanently disabled, the amount of your life insurance not already paid to you will be paid to your beneficiary. The payment to your beneficiary will in no event be less than $500, even if you have received the full amount of your life insurance in installments.

A100

Your ACCIDENTAL DEATH & DISMEMBERMENT INSURANCE

Amount

Maximum Payable: $3,000 (per accident)

This insurance will be paid for any of the following losses through accidental means on or off the job, in addition to any other benefits under the Plan.

Loss of Life:	Full Amount of Insurance (Paid to your beneficiary)
or	
Loss of either:	
Both hands Both feet Sight of both eyes One hand and one foot One hand and sight of one eye One foot and sight of one eye	Full Amount of Insurance (Paid to you)
or	
Loss of either:	
One hand One foot Sight of one eye	One-half the Amount of Insurance (Paid to you)

Limitations

The total payment for any one accident may not be more than the full amount of insurance. The loss must take place within 90 days after the accident and must not be caused by bodily or mental infirmity or disease (or medical or surgical treatment thereof); any infection, other than a pyogenic infection occurring through and at the time of an accidental cut or wound; war or any act of war; or suicide or any attempt thereat. The loss of a hand means by severance at or above the wrist joint, and the loss of a foot means by severance at or above the ankle joint.

A101

Your WEEKLY DISABILITY BENEFITS

Amount

If you enroll for the contributory insurance outlined in the Schedule of Amounts, your amount of weekly disability benefits will at all times be determined by your earnings classification as indicated in the Schedule. Should you not be actively at work at the time of a change in your earnings classification, the change in the amount of your weekly disability benefits will become effective upon your return to active work.

If you are employed in New York State and do not enroll for the contributory insurance outlined in the Schedule of Amounts, you will be provided with Statutory benefits in accordance with the New York Disability Benefits Law and will be required to make Statutory contributions. A separate folder, prepared by the State of New York, outlining the Statutory program, may be obtained from your Division.

Description of Benefits

You become eligible for weekly disability benefits on the eighth consecutive day of disability resulting from a non-occupational injury or sickness. Benefits thereafter will be payable during the time your disability continues—up to a maximum of 26 weeks for any one period of disability. Periods of disability caused by the same or related injury or sickness are considered the same period of disability if they are separated by less than 3 months.

For disability due to pregnancy, benefits will be limited to a maximum of 6 weeks. To be entitled to such benefits, your pregnancy must have commenced while you were insured.

Other Information

To receive weekly disability benefits, you must be under treatment by a physician legally licensed to practice medicine.

Benefits provided under this Plan for any period of diability shall be reduced by any benefits which are paid or payable during the same period of disability from any other plan or arrangement established in conformity with any state or other governmental disability benefits law.

A102

GENERAL INFORMATION

Termination of Insurance

Your insurance will terminate if your employment terminates; or if you cease to be an eligible employee; or, with respect to contributory life insurance and weekly disability benefits, if you discontinue your contributions; or if the Group Insurance Plan is discontinued. In cases of layoff, however, your insurance may continue for four weeks from the date of such layoff.

Change To An Individual Policy

During the 31 day period following termination of your insurance, you may convert your group life insurance to an individual policy, without medical examination, by making application and paying the premium directly to The Prudential. Your individual policy may be any one of the type, other than a term insurance policy, customarily issued by The Prudential. Your individual policy will become effective at the end of the 31 day period, or the effective date of your individual policy may be postponed for one year following the 31 day period if you elect prepaid preliminary term insurance (in the same amount as the individual policy) for the one year following the 31 day period.

There are no conversion rights with respect to your accidental death and dismemberment insurance.

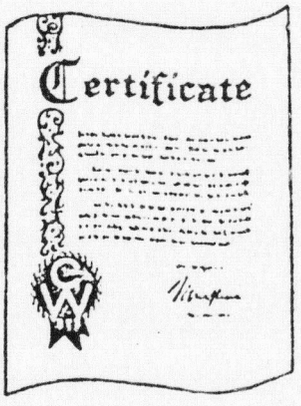
Extension of Death Benefit

If you should die during the 31 day conversion period following termination of your insurance, your life insurance amount will be paid to your beneficiary. However, no accidental death and dismemberment insurance benefit is payable at any time after such insurance terminates.

A103

CERTIFICATES OF INSURANCE

You will receive an individual certificate setting forth in greater detail the benefits to which you are entitled. The complete terms and conditions governing the insurance are those set forth in the Master Group Insurance Policies issued to Curtiss-Wright Corporation.



GROUP INSURANCE AGREEMENT

AGREEMENT BETWEEN

TARGET ROCK, CORP.

AND

LOCAL 431 of the
INTERNATIONAL UNION OF ELECTRICAL, RADIO AND
MACHINE WORKERS, AFL-CIO

AND THE

INTERNATIONAL UNION OF ELECTRICAL, RADIO AND
MACHINE WORKERS, AFL-CIO

1. Agreement entered into this 28th day of January, 1964 at Hempstead N.Y. by and between

Target Rock, Corp.

(hereinafter referred to as the "Employer") and the

Local 431 of the
International Union of Electrical, Radio and
Machine Workers, AFL-CIO

And The

International Union of Electrical, Radio and
Machine Workers, AFL-CIO

(hereinafter referred to as the "Union"), on behalf of the employees included within the bargaining unit represented by the Union, as follows:

A105

EXHIBIT "B"

BEST COPY AVAILABLE

2. Effective February 10, 1969, the Employer will continue its Group Insurance Program with such amendments as may be required in order to provide:

(A) A program of Life Insurance Benefits as outlined in Exhibit A attached hereto, and as will be more fully described in certificates of insurance to be issued to insured employees thereunder by the insurance carrier of such benefits; and

(B) A program of Health Insurance Benefits as outlined in Exhibit B attached hereto, and as will be more fully described in certificates of insurance to be issued to insured employees thereunder by the insurance carrier of such benefits; and

(C) A program of Weekly Disability Benefits as outlined in Exhibit C attached hereto, and as will be more fully described in certificates of insurance to be issued to employees covered thereunder by the insurance carrier of such benefits.

3. The programs of Life Insurance Benefits, Health Insurance Benefits, and Weekly Disability Benefits shall be available to full time employees who become insured employees as long as they retain such status.

(A) With respect to Insurance Benefits for which no employee contributions are required, a full time employee shall become an insured employee upon the completion of thirty days of continuous employment or, if he is not actively at work on the day he otherwise could become insured, he will become insured on the day he returns to work thereafter.

(B) With respect to Insurance Benefits for which employee contributions are required, an eligible employee shall become an insured employee on the day he first is at work on or following the date employed, provided, however, that he completes an application and authorization for payroll deduction toward the cost of such benefits within thirty days thereafter; otherwise, provided he furnishes evidence of insurability satisfactory to the insurance carrier, he will become insured on the first of the month following the date on which he completes an application and authorization for payroll deduction toward the cost of such benefits.

(C) A full time employee who has become an insured employee shall continue to be insured, subject to Exhibits A, B and C attached hereto:

(1) While he is on the active payroll, provided that with respect to Contributory Insurance he continues to make his contributions toward the cost of such insurance; or

(2) While he is on an approved leave of absence for reasons other than Military Service or engaging in other employment, excepting employment with the Local Union or International Union, provided that with respect to Contributory Insurance he continues to make his contributions toward the cost of such insurance; or

(3) For a period not to exceed four weeks immediately following a date on which he is laid off, provided he retains his seniority during such period.

(D) An insured employee who ceases to be insured and who subsequently becomes a full time employee on the active payroll within six months from the termination date of his insurance, shall be eligible to again become an insured employee in accordance with paragraph 3(A) above, but without the thirty day waiting period specified therein.

4. The program of Health Insurance Benefits shall be available to dependents of insured employees. A dependent shall become insured on the later of the day the employee becomes an insured employee or on the day he or she becomes a dependent. However, if a dependent other than a new born child is in a hospital on the day insurance would otherwise become effective, the effective date of insurance will be postponed until the day such dependent is released from the hospital.

(A) Dependent shall mean the spouse, or any unmarried children of an insured employee, excluding:

(1) Children nineteen or more years of age, except that unmarried children up to twenty-one years of age are included provided they are attending school full time and are living at home during school vacation; and

(2) The spouse of the insured employee if legally separated from such employee; and

(3) The spouse and any child who is eligible for benefits under this program of insurance by reason of being or having been an insured employee.

(B) Children shall include the insured employee's children, stepchildren, legally adopted or foster children, provided they are dependent upon the employee for support and maintenance and have been reported to the Employer for this insurance.

(C) Dependents of an insured employee shall continue to be insured as long as they remain dependents and such employee continues to be insured.

5. Administration of the Group Insurance Program will be in accordance with the administrative forms and procedures of the insurance carrier or carriers of the various insurance coverages included within the program.

(A) Claim administration will be in accordance with the procedures of the insurance carrier or carriers as set forth in the certificates of insurance to be issued to insured employees, and any question pertaining to a claim, including the settlement thereof, shall be a matter solely between the insured employee or his beneficiary and the carrier.

(B) The general administration of the program will be the responsibility of the Employer, which shall bear the expenses in connection therewith.

6. Establishment of the Group Insurance Program, and its continuance during the term of this agreement, will be accomplished either through an insurance contract or contracts issued to Curtiss-Wright Corporation by the insurance carrier or carriers which that Corporation in its sole discretion may select.

(A) The Employer shall remit to the appropriate insurance carrier the employee contributions with respect to Contributory Group Life Insurance and Weekly Disability Benefits.

(B) The Employer also will remit to the appropriate insurance carrier the amounts, over and above the employee contributions per paragraph 6(A), required to pay the net cost of the benefits provided under the entire Group Insurance Program.

7. This agreement shall be supplementary to the Collective Bargaining Agreement between the parties hereto and shall continue in effect until midnight January 26, 1971.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed on the day and year first above written.

LOCAL 431 OF INTERNATIONAL UNION OF ELECTRICAL, RADIO AND MACHINE WORKERS, A.F.L. - C.I.O.

By Chester Pumicki

By

By Martin H. Goldman

By

By

By

By

TARGET ROCK, CORP.

By

INTERNATIONAL UNION OF ELECTRICAL, RADIO AND MACHINE WORKERS, A.F.L. - C.I.O.

By

A108

AGREEMENT

Agreement entered into and made effective this 27th day of January, 1971 at East Farmingdale, New York by and between Target Rock Corporation, a subsidiary of Curtiss-Wright Corporation, (hereinafter referred to as the "Employer") and Local 431 of the International Union of Electrical, Radio and Machine Workers, A.F.L.- C.I.O. and the International Union of Electrical, Radio and Machine Workers, A.F.L.- C.I.O. (hereinafter referred to as the "Union"):

WITNESSETH:

WHEREAS, on the 28th day of January, 1969 at Hempstead, New York the Employer and the Union entered into a Group Insurance Agreement which by its terms was to continue in effect until midnight January 26, 1971, and

WHEREAS, the Employer and the Union are desirous of continuing said Agreement, as hereby amended, until midnight March 8, 1973.

NOW THEREFORE, the parties hereto mutually agree as follows:

Paragraph 6.(A) is hereby amended to read as follows:

"(A) The Employer shall remit to the appropriate insurance carrier the employee contributions with respect to Contributory Group Life Insurance."

Paragraph 7. of said Agreement is hereby amended to read as follows:

"7. This agreement shall be supplementary to the Collective Bargaining Agreement between the parties hereto and, as amended on the 27th day of January, 1971, shall continue in effect until midnight March 8, 1973."

Schedule 1 attached to Exhibit A of said Agreement is amended as follows:

A109

EXHIBIT "C"

Paragraphs 1.(F), (G) and (H) of Exhibit B of said Agreement become paragraphs (G), (H) and (I) respectively.

The following will be inserted as paragraph 1.(F) of Exhibit B of said Agreement effective March 9, 1971.

1.(F) Dental Insurance - Effective March 9, 1971, if during a calendar year an insured employee or dependent actually incurs covered dental expenses in excess of the deductible amount, 75% of such excess dental expenses incurred during that calendar year will be paid, up to the maximum amount except as is otherwise provided in paragraph 1(F)(5)(b).

(1) Covered dental expenses are those reasonable charges for necessary dental care, subject to the provisions of paragraphs 1.(F)(4) and 1.(F)(5) below.

(a) "Reasonable", shall be determined in accordance with the Schedule of Dental Expense Benefits attached hereto as Schedule 1.

(b) "Necessary", in relation to dental care, means only that required to safeguard or restore the health of the recipient, except that, to the extent that it calls upon specialized techniques involving precision dentures, personalizing or characterization, care will be deemed unnecessary.

(c) "Dental Care", means only a) treatment rendered and supplies furnished by or under the personal supervision of a physician (i) for dental disease, or (ii) to correct a dental defect, or (iii) for the repair of dental damages caused by accidental bodily injury, or b) dental examination and dental prophylaxis performed by or under the supervision of a physician.

(d) "Physician", means only a) a medical practitioner who is legally qualified to prescribe and administer drugs and/or to perform surgical procedures, or b) a licensed dentist practicing within the terms of his license.

(2) The deductible amount, except as is otherwise provided in paragraph 1.(F)(5)(b), is the first $25 of covered dental expenses incurred by an insured employee or dependent during a calendar year except that

(a) No more than a total of $25 shall be applicable to the total of all such expenses incurred by members of any one family consisting of an insured employee and his insured dependents as a result of any one accident; and

(b) No more than a total of $75 shall be applicable to the total of all such expenses incurred by members of any one such family, as defined in paragraph 1.(F)(2)(a) above, in any one calendar year.

(c) Covered dental expenses incurred during the last three months of the calendar year that are used to satisfy all or part of the cash deductible for that year may be used to satisfy all or part of the cash deductible for the following calendar year.

(3) The maximum amount of benefits that will be paid for all charges incurred by an insured employee or dependent in a calendar year will be $600 for each insured employee and each dependent except as is otherwise provided in paragraph 1.(F)(5)(b).

(4) Exclusions:

(a) Charges to the extent that benefits or services are provided for an insured employee or dependent under any group, franchise, Blue Cross, Blue Shield or other insurance or prepayment plan arranged through an employer, union, trustee or association.

(b) Services with respect to congenital malformations or cosmetic surgery or dentistry for purely cosmetic reasons.

(c) Expenses for prosthetic services or devices (including crown and bridge) started prior to the date the insured employee or dependent became so insured.

(5) Limitations:

(a) Prosthodontia - No payment will be made for the replacement of an existing denture which is satisfactory or can be made satisfactory. The reasonable expense incurred that is required to make such a denture satisfactory will be considered a covered dental expense. Prosthetic appliances may be provided only once in every period of five (5) consecutive calendar years. Said five-year period will commence with the date on or after March 9, 1971 on which such an appliance is provided under this Agreement.

(b) Orthodontia - Fifty percent of charges in excess of $25 incurred by an insured employee or dependent or in excess of $75 incurred by any one family as defined in paragraph 1.(F)(2)(a) above

during the remaining term of this Agreement for orthodontic treatment will be paid up to a maximum amount of $300, only, if prior to the commencement of the orthodontic services the employee submits evidence satisfactory to the company that a medical doctor has certified that such services are medically necessary.

(c) Optional - In any instance in which there are optional plans of treatment for which different reasonable fee amounts are shown on the attached Schedule 1, the lesser amount will be used for purposes of determining the benefit paid, unless the employee at his option, and prior to treatment, submits evidence satisfactory to the company that the optional plan of treatment for which a higher amount is shown on the attached Schedule 1 is necessary, in which case the higher amount will be paid.

(i) Inlays, Crowns and Jackets - If a tooth can be restored with amalgam, silicate or plastic, only the reasonable fee for such type restoration will be paid toward the cost of any other type of restoration that might be used.

(ii) Partial Dentures - If a cast chrome or acrylic partial denture is deemed all that is necessary, only the reasonable fee for such type partial denture will be paid toward the cost of any other type of partial denture that might be used.

(iii) Full Dentures - If in the construction of a denture, the insured employee or dependent and dentist decide upon or employ personalized restorations or specialized techniques as opposed to standard procedures which can be described as necessary, only the reasonable fee for such standard procedure will be paid toward the cost of such personalized restorations or specialized techniques.

(iv) Complete Reconstruction - The reasonable fee will be paid for procedures necessary to eliminate oral disease and for restorations required to replace missing teeth. Appliances or restorations employed to increase vertical dimension or restore the occlusion will not be considered necessary.

(d) X-rays - More than one complete oral X-ray in any period of three (3) consecutive calendar years will not be considered covered dental expenses unless more than one such X-ray in such period is shown to be necessary. Also, when specifically indicated as necessary, but in no event more than once in each six (6) consecutive calendar months, supplementary bite-wing X-rays will be considered covered dental expenses.

(e) For any procedures not otherwise excluded and not listed in the attached Schedule 1 nor in the compendium entitled "Services Provided by Oral Surgeons and Relative Values," referred to under the caption Oral Surgery on page 1 of Schedule 1, the carrier will pay an amount proportionate to amounts payable for comparable schedules procedures.

(6) Termination of Insurance:

(a) Anything in this Agreement to the contrary notwithstanding an insured employee will cease to be insured under this paragraph 1.(F) on the day his employment terminated by reason of

(i) quit
(ii) discharge
(iii) layoff
(iv) retirement
(v) death, or
(vi) approved leave of absence for Military Service.

Only charges incurred for services rendered on or prior to that day will be considered covered dental expenses.

(b) In the case of layoff, wherever evidence satisfactory to the company is either required in determining the amount of benefit payable as in paragraph 1.(F)(5)(c) or is required for any benefit to be payable as in paragraph 1.(F)(5)(b) and after having submitted such evidence the employee is laid off, expenses incurred during up to 21 calendar days after the date of layoff reduced by the number of days prior to the day laid off on which the evidence was submitted will be covered expenses. In such a case, if the company has not indicated that the evidence submitted is satisfactory or unsatisfactory it will be presumed to be satisfactory on the fourteenth calendar day after it was submitted.

(It is understood that in the application of this paragraph, an employee has no fewer than 7 days in which to actually incur covered expenses.)

Paragraphs 1 and 1(A) of Exhibit C of said Agreement are hereby amended to read as follows:

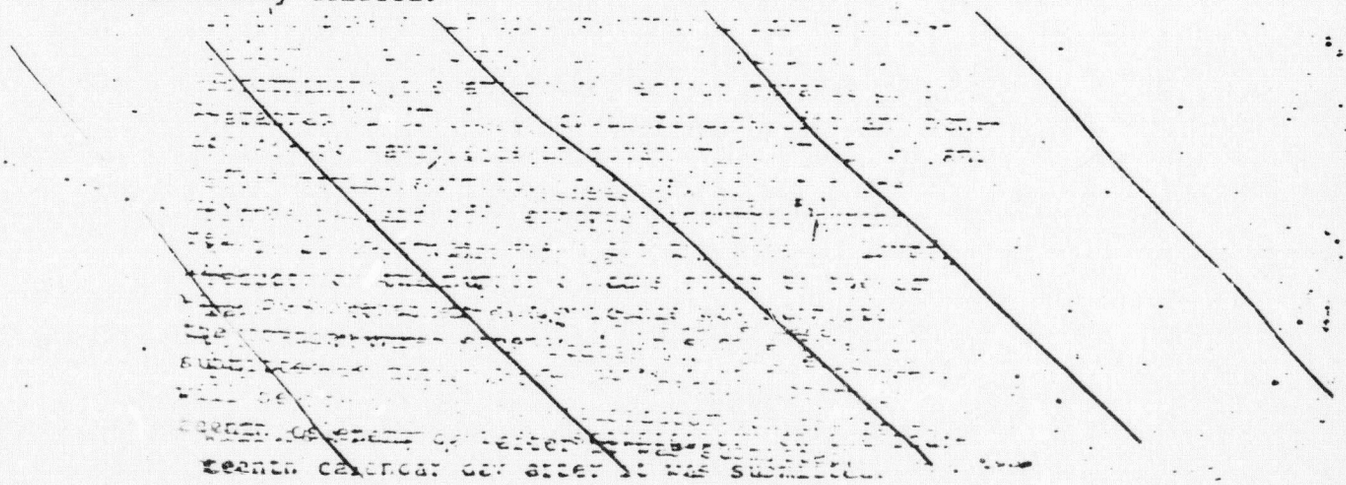
"1. The amount of Weekly Disability Benefits will be the applicable amount set forth in the Schedule attached to Exhibit A as Schedule 1 thereof, for each eligible employee who, at his option, becomes an insured employee by completing the application and authorization for payroll deduction toward the cost of Contributory Group Life Insurance, which cost to the employee shall be the applicable monthly amount set forth in the Schedule attached to Exhibit A as Schedule 1 thereof.

(A) If an eligible employee does not become an insured employee in accordance with paragraph 1 hereof, then he shall be covered for those weekly disability benefits provided for under, and in accordance with, the Disability Benefits Law of the State of New York and such employee shall not be required to make contributions toward the cost thereof."

Paragraph 2(A) of Exhibit C of said Agreement is hereby amended to read as follows:

"(A) Effective March 9, 1971, with respect to periods of disability commencing on or after that date, Weekly Disability Benefits will be payable commencing on the first day of disability due to injury and on the fourth day of disability due to sickness."

Effective March 9, 1971, Paragraph 5. of Exhibit C of said Agreement is hereby deleted.



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

LOCAL 431 of the
INTERNATIONAL UNION OF ELECTRICAL, RADIO
AND MACHINE WORKERS, A.F.L.- C.I.O.

By _____

By _____

By _____

INTERNATIONAL UNION OF ELECTRICAL, RADIO
AND MACHINE WORKERS, A.F.L.- C.I.O.

By _____

TARGET ROCK CORPORATION

By _____

A115

RECEIVED JUN 1 1973

May 30, 1973

International Union of Electrical Radio
and Machine Workers
Local #431 AFL-CIO
150 E. 23rd Street
New York, New York

Attention: Mr. James Garry, Business Rep.

Gentlemen:

This is to confirm our agreement that the Company will maintain its present program of health benefits and its present pension program for the duration of the Collective Bargaining Agreement between the parties.

Please sign and return a copy for our records.

AGREED:

LOCAL 431, I.U.E.

By _____

Very truly yours,

TARGET ROCK CORPORATION

M. A. Crausman
President and General Manager

MAC/ab
cc: B. Pogrebin

A116

EXHIBIT "D"

LOCAL 431 IUE-AFL-CIO

GRIEVANCE FORM

No 1924

Shop TARGET ROCK CORP. Branch .....

Employee UNION GRIEVANCE

Clock No. — Dept. — Shift — Job —

Seniority — Foreman —

Nature of Grievance .....

IMPROPER MAJOR MEDICAL INSURANCE BENEFITS AS EXEMPLIFIED BY INSURANCE CLAIMS OF THOMAS WILSON, CLOCK #8858.

Date 2/20/76 Signature of ~~employee~~ SHOP CHAIRMAN: James C. Bove

---

Disposition of grievance .....

Date ..... Signature of Foreman of other representative of company .....

Grievance No. ..... Steward .....

FILL OUT IN TRIPLICATE

A117

EXHIBIT "E"

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

----------x

In the Matter of the Application of :

TARGET ROCK CORPORATION, :

Petitioner, : 76 Civ. 2127 (Pratt, J.)

For a Judgment Staying the Arbitration Commenced by LOCAL 431, INTERNATIONAL UNION OF ELECTRICAL, RADIO AND MACHINE WORKERS, AFL-CIO, : AFFIDAVIT

Respondent. :

----------x

STATE OF NEW YORK)
: ss.:
COUNTY OF NEW YORK)

JAMES GARRY, being first duly sworn, deposes and says:

1. I am a Business Representative of Respondent Local 431, International Union of Electrical, Radio and Machine Workers, AFL-CIO (hereinafter "Local 431"), and have personal knowledge of the facts herein set forth and submit this affidavit in support of Respondent's motion for summary judgment.

2. Since 1969, a program of group insurance, collectively bargained for between Target Rock Corporation and Local 431, has been in effect for Target Rock employees. This program has been the subject of collective bargaining in every round of contract negotiations between the parties since 1969, and has always been part and parcel of the collective bargaining agreement. However, it has been the consistent past practice of the parties not to include the group insurance plan in the printed version of the collective bargaining agreement; instead, the

plan has been printed separately, after the printing of the agreement, and has been expressly denominated "supplementary" to the agreement. The principal reason for this separate "after-the-fact" publication of the plan is the substantial amount of time required for the insurance carrier to write the plan, a long and technical instrument.

3. In negotiations for the 1975 collective bargaining agreement (the expiration date of the 1973 agreement was March 8, 1975), the parties agreed to add "major medical" coverage to the group insurance plan. The 1975 bargaining agreement was effectuated by a "stipulation of agreement" entered into on May 6, 1975 (exhibit B to Answer, attached hereto), part 1 of which detailed all changes to be made in the 1973 agreement. Item 1(I) of the stipulation stated as follows: "Effective May 6, 1975, the Employer shall provide Major Medical coverage pursuant to the program outlined in the bargaining."

4. The printed version of the 1975 agreement was in precise accordance with the stipulation, making all of the changes to the 1973 agreement set forth therein, except that in accordance with the past practice described above the printed agreement made no mention of "major medical" or any other aspect of the group insurance plan. (The 1973 and 1975 agreements are exhibits D and C, respectively, to the Answer).

5. Major medical coverage was in fact implemented, and subsequent to the implementation, on or about February 18, 1976, the company came forward with a comprehensive printed version of the group insurance plan, including major medical coverage.

(Exhibit E to Answer.) The Union asserted that certain elements of the plan's major medical coverage did not comport with the terms and conditions "outlined in the bargaining", and filed a demand for arbitration which has given rise to this proceeding.

6. Page 4 (paragraph #7) of the group insurance plan expressly states that the plan is a "supplement" to the collective bargaining agreement.

7. In the past, grievances concerning the Company's group insurance plan have been processed pursuant to the contractual grievance procedure, although all such grievances have been resolved before reaching the arbitration stage.

8. Local 431 has never on any occasion withdrawn its demand for arbitration. Local 431 did by its attorneys, asked the American Arbitration Association to defer processing its demand for arbitration, in contemplation of possible settlement of the underlying dispute. Upon information and belief, the American Arbitration Association wrote to the parties after the request to defer had been made, and advised the parties that the case would be considered "withdrawn" pursuant to a conversation with union counsel Everett E. Lewis, unless the parties advised the Association to the contrary within a week. Mr. Lewis immediately contacted Tribunal Administrator Lenore Kappen by telephone, and advised her that the Union had not requested that the case be withdrawn, but merely deferred, and asked that the matter be so treated by the Association. She advised Mr. Lewis that the Association would do so, and that it would be unnecessary to make a written request.

9. The Association has recently advised union counsel that it would resume in processing the case if the Union so requested, but the parties have agreed to direct the American Arbitration Association to defer further processing of the case pending the hearing and determination of this action.

/s/ JAMES GARRY
JAMES GARRY

Sworn to before me this
18th day of January, 1977

[NOTARY]

Robert L. Jauvtis

ROBERT L. JAUVTIS, ESQ.
Notary Public, State of New York
No. 31-4522628
Qualified in New York County
Commission Expires March 30, 1978

A121

(4)

STIPULATION OF AGREEMENT made and entered into this 6th day of May, 1975 by and between Target Rock, Inc. and Local 431, IUE, AFL-CIO.

1. The collective bargaining agreement between the parties is hereby renewed, in all its terms and conditions for a further period, up to and including May 5, 1978, except as modified and set forth below:

A. Add clause to Article XIV providing that "Absence for three consecutive days without notice shall be deemed a voluntary quit unless the employee is prevented from calling in by circumstances beyond his control." Delete 3 days forfeiture of seniority from Article IX, B, 5.

B. Temporary Employees: Language as attached to be added to contract, by letter.

C. Promotions: Article XV to be amended to provide that Union shall receive notice of all merit increases, upgradings and promotions. Article X, A, delete "without recourse by the employee and the Union."

D. Add to XXVI (c): "All work away from the plant beyond the New York metropolitan area or a 65 mile radius from the plant shall be voluntary. Employees on such assignments shall be paid travel time at straight time. If they are required to use their car, they shall be paid 12 cents per mile.

E. Superseniority: Article IX shall be amended to provide that one employee for every thirty (30) employees or major fraction

First sentence of D. above shall be the last sentence. JLR [illegible]

A122

thereof (ie., 16 or more) in the bargaining unit but not less than three (3) nor more than two (2) from any department excepting the Machine Shop, shall have superseniority in their classification and department. Union to make designation.

F. Recall Rights: Article IX (B) (3) is amended to add that employees with ten (10) or more years seniority shall retain seniority upon a layoff for three years (36 months).

G. Pension: Effective ~~May 6~~ JUNE 1, 1975, the pension formula shall be increased to provide for $9.00 per year of service, past and future service. Effective May 1 6, 1977, the pension formula shall be increased to provide $10.00 for each year of service from and after May 1 6, 1977.

H. Wages: Effective May 6, 1975, all covered employees shall receive an increase of forty-five (.45) cents per hour in their hourly wage rate.

Effective May 6, 1976 - 45 cents
Effective Nov.6, 1976 - 5 cents
Effective May 6, 1977 - 45 cents
Effective Nov.6, 1977 - 5 cents

The wage increases shall be added to the job rates on their effective dates. The starting rate shall remain unchanged until 1977, when the starting rates shall be increased by 45 cents on May 6, and by 5 cents on November 6. New employees shall be hired at the starting rate and shall receive the job rate after two years by advancing by five (5) ~~equal~~ installments which shall ~~be determined by dividing five into the~~ THE RESULT difference between the starting rate and

the job rate two years later. These raises shall be paid as follows: (1) After 60 days, (2) Four months after the 60 days, (3) 6 months after that date (one year of employment), (4) Six months thereafter, and (5) 6 months after (2 years). These employees shall receive these increments and they shall be in lieu of the general increases set forth above.

I. Major Medical: Effective May 6, 1975, the Employer shall provide Major Medical coverage pursuant to the program outlined in the bargaining.

2. In addition to the contract changes, it is further agreed:

A. It is understood that the Company shall notify the Union under its notice clause of the hiring of the part timers excluded from the agreement and agrees to provide a Letter of Agreement providing that the part time students would receive the increases above their minimum wage rates now paid.

B. A Letter of Agreement will be executed to provide as follows:

"It is recognized that from time to time the Employer utilizes "job shop" or contract personnel on its premises on a temporary basis, usually for 60 days or less, in order to meet peak production requirements and emergency needs. This agreement shall not be construed as limiting such practice so long as such practice does not result in layoff in the concerned classification or layoff of employees of other departments of demonstrated capability of

performing the work. This should not occur where employees in the classification are on layoff or where employees on layoff in other departments have demonstrated capability of performing the work. The Company shall give the Union advance notice of one week, if feasible, of the utilization of this personnel. The Company shall utilize no more than an average of 5% of the bargaining unit over the contract year, or 8% at any one time, and no more than 30% or major fraction thereof of the employees in the production department affected. In the event that the utilization of any of such personnel is required for a period of more than sixty (60) days, the Employer may request that such period be extended for a further period. The Union shall not unreasonably refuse such a request."

C. In addition, the Employer has agreed to:

(1) Credit employees with the time spent during the strike for purposes of vacation and sick pay.

(2) Pick up the medical claims arising during the strike period and cover it under its then existing Plan, less any payments made by any other medical plan for the claim.

(3) Settle the claims by the Union for Health Insurance and pay for night shift by paying the night shift four (4) hours pay at their then regular rate of pay.

(4) Draw current contract covering the agreement on Group Insurance.

IN WITNESS WHEREOF, this Stipulation of Agreement has

has been executed by the parties the day and year first above written.

Local 431 of the International Union of Electrical, Radio And Machine Workers, AFL-CIO

By: _____

Target Rock Corporation

By: _____

TO BE ADDED TO 1H:

Notwithstanding anything contained herein, employees hired in a given classification after May 5, 1975 shall at no time be ~~paid~~ ENTITLED TO an hourly rate higher than those presently employed in such classification.

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

- x

In the Matter of the Application of

TARGET ROCK CORPORATION,

Petitioner,

For a Judgment Staying the Arbitration Commenced by Local 431, INTERNATIONAL UNION OF ELECTRICAL, RADIO AND MACHINE WORKERS, AFL-CIO,

Respondent.

- x

DOCKET NO. 76 C 2127

MEMORANDUM AND ORDER

PRATT, J:

Target Rock Corporation began this action in state court seeking to stay the arbitration of a grievance filed by its employees' union over major medical benefits alleged to be a part of the collective bargaining agreement. The union removed the action and now seeks summary judgment on its counterclaim to compel arbitration. Target Rock cross-moved for summary judgment on the stay of arbitration claim. Both motions were argued on January 27, 1977 and, for the reasons set forth below, respondent union's motion for summary judgment is granted; petitioner's cross-motion is denied.

The underlying dispute in this action concerns the major medical plan provided by Target Rock for its employees.

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Specifically, the employer's plan as published provides for a deductible for each illness, whereas the union alleges that during collective bargaining the parties agreed that the plan would provide for an annual deductible chargeable against all illnesses. The union, arguing that the major medical plan is an integral part of the collective bargaining agreement between the parties and, as such, subject to the agreement's arbitration clause, seeks to compel arbitration of the dispute. Target Rock seeks to stay arbitration on the ground that the dispute concerning major medical benefits concerns an agreement between the parties that is wholly separate and apart from the collective bargaining agreement and which is therefore not subject to the arbitration clause concerning disputes involving the collective bargaining agreement.

It should be noted at the outset that

> it is "national policy" to encourage arbitration of labor disputes, that doubts as to arbitrability should be "resolved in favor of coverage", that language excluding certain disputes from arbitration must be "clear and unambiguous" or "unmistakenly clear", and that arbitration should be ordered "unless it may be said with positive assurance that the arbitration clause is not susceptible of an interpretation that covers the asserted dispute". This is an imposing litany for the Company to overcome.
>
> International Association of Machinists & Aerospace Workers v. General Electric Co., 406 F2d 1046, 1048 (CA2 1969).

A-129

In the instant case, the company has failed to overcome this litany.

The collective bargaining agreement executed by the parties in 1973 to cover a two-year period ending March 8, 1975 provided, inter alia:

> ARTICLE XXI - ARBITRATION
>
> A. All disputes, differences and grievances arising over the application or interpretation of this agreement which have not been satisfactorily settled after following the grievance procedure herein set forth, shall be promptly submitted to arbitration before an Arbitrator who shall be selected from the American Arbitration Association in accordance with its rules, whose decision shall be final and binding on the parties.
>
> * * *
>
> C. The Arbitrator shall have no power to add to, subtract from or modify any of the terms of this Agreement.
>
> Agreement Between Target Rock Corporation and International Union of Electrical, Radio and Machine Workers, Local 431, AFL-CIO and International Union of Electrical, Radio and Machine Workers, AFL-CIO (March 8, 1973).

On May 6, 1975, the parties extended their agreement, including its arbitration provisions, for three additional years and added major medical coverage to the employees' benefits. They

A-130

provided, inter alia:

> 1. The collective bargaining agreement between the parties is hereby renewed, in all its terms and conditions for a further period, up to and including May 5, 1978, except as modified and set forth below:
>
> * * *
>
> I. Major Medical: Effective May 6, 1975, the Employer shall provide Major Medical coverage pursuant to the program outlined in the bargaining.
>
> Stipulation of Agreement Between Target Rock, Inc. and Local 431, IUE, AFL-CIO.

By their May 6, 1975 Stipulation of Agreement the parties added major medical coverage to the employees' benefits. What specific coverage was to be added? Although now at loggerheads over the question, the parties in May 1975 apparently were in agreement that what was to be added was "the program outlined in the bargaining". By adding this obviously indefinite reference in their agreement which already contained an arbitration clause presumptively applicable by national policy to the potential dispute, the parties must be deemed to have contemplated that resolution of the dispute over the meaning or interpretation of the phrase "program outlined in the bargaining" would be by arbitration. Their failure to exclude that dispute from arbitration by any

language whatsoever, let alone that which is "clear and unambiguous" or "unmistakenly clear", compels the conclusion that arbitration is called for here.

Petitioner's assertions to the contrary are not persuasive. That the results of the collective bargaining process are published in two or three separate brochures does not vitiate the existence of a single collective bargaining agreement evidenced in the document executed May 6, 1975. In addition, any fear that petitioner has concerning the arbitrator's redrafting rather than interpreting or defining the agreement at the insistence of the union is covered by subparagraph C of the arbitration clause quoted above.

Accordingly, respondent's motion for summary judgment on its counterclaim to compel arbitration is granted; petitioner's cross-motion for summary judgment to stay arbitration is denied.

SO ORDERED.

Dated: Westbury, New York
February 15, 1977

GEORGE C. PRATT
U. S. DISTRICT JUDGE